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AGREEMENT BETWEEN



**TECUMSEH PRODUCTS COMPANY**

of Tecumseh, Michigan and



**United Steelworkers of America**  
**On behalf of Local 2395**

November 16, 2003 - October 31, 2006

## **AGREEMENT**

THIS AGREEMENT made and entered into on November 13, 2003 by and between TECUMSEH PRODUCTS COMPANY, Tecumseh, Michigan (hereinafter sometimes referred to as the "Company") and the UNITED STEELWORKERS OF AMERICA, AFL-CIO/CLC (hereinafter referred to as the "Union").

## **WITNESSETH**

WHEREAS the Company and the Union, motivated by a desire to provide for orderly collective bargaining relations between themselves and to provide a procedure for the prompt and fair disposition of grievances, have agreed upon certain matters which the parties hereto desire to incorporate into a written contract: NOW, THEREFORE, the Company and the Union agree as follows:

## **ARTICLE I RECOGNITION**

**Paragraph 1.** The Company recognizes the Union as the sole and exclusive bargaining representative for all the employees (as that term is defined in the following paragraph of this Article I) of the Company employed in the plants and offices located in Tecumseh, Michigan, in the matter of wages, hours, and all other conditions of employment.

**Paragraph 2.** The term "employee" as used in this Agreement shall include all employees in the following unit as certified in NLRB case No. 7-RC-21145 dated **July 28, 1998**: All full-time and regular part-time production and maintenance employees, employed by the Employer at its plant and offices located at 100 East Patterson, Tecumseh, Michigan; but excluding supervisors, superintendents, assistant superintendents, foremen, department heads, assistant department heads, Time Study and Time Study Checkers, Methods Engineers, Personal Secretary for Company officials, Budget Department employees, exclusive of Clerk-Typists, Experimental and Development Engineers, Paymaster, Assistant Accounts Payable Supervisor, Assistant Accounts Receivable Supervisor, Mail Clerk, Plant Protection and Clinton facility office clerical including aftermarket operations.

## **ARTICLE II UNION SECURITY**

### **Paragraph 3.**

A. Each employee who, on the later of the thirtieth day following the effective date of this provision or following the date in which the employee begins employment, is a member of the Union and each employee who thereafter becomes a member of the Union shall maintain membership solely to the extent of tendering an amount equal to the uniform

initiation fee (if any) and amounts equal to periodic dues.

**B.** Each employee who, on the effective date of this provision, is not a member of the Union or each employee who is hired thereafter who decides not to join the union shall, beginning on the thirtieth day following the effective date of this provision or following the date on which the employee begins employment, whichever is later, pay a service fee equal to periodic dues, reduced by expenditures unrelated to collective bargaining as required by law.

**C.** Employees may change their payment obligation during the thirty (30) calendar days immediately following the anniversary date of the employee's date of hire.

**D.** All employees must (A) either join the union or (B) pay a service fee as a condition of continued employment.

**Paragraph 4.**

The Company will not discriminate against, interfere with, restrain, or coerce any employee on account of membership or non-membership in the union.

## **ARTICLE III**

### **DISCRIMINATION**

#### **Paragraph 5.**

The Company and the Union, in their respective fields, have been leaders in adopting and effectuating policies against discrimination because of race, color, religion, age, sex, national origin, or disability. *The terms and conditions of this Agreement between the Company and the Union always have applied equally to all employees regardless of such conditions.* In order to assure full knowledge and understanding of the foregoing principle on the part of employees and all agents and representatives of the Company and the Union, the parties hereby incorporate the same in this Agreement. Any employee who claims that, in violation of said principle, he or she has been denied rights guaranteed by this Agreement, may complain as provided in the grievance procedure. Any such claim must be supported by written evidence setting forth all the facts. The Company will take all actions deemed necessary for compliance with the American with Disabilities Act (ADA) and/or Federal Family and Medical Leave Act (FMLA) and *any corresponding state statutes.*

## ARTICLE IV REPRESENTATION

### Paragraph 6.

For the purpose of collective bargaining and for participation in the grievance procedure, employees shall be represented by a Bargaining Committee who shall be employees of the Company. The Bargaining Committee shall consist of not less than five (5) members plus one (1) additional representative for each five hundred (500) Union employees actively employed by the Company over two thousand (2,000) total employment. The Bargaining Committee shall include a chairman.

The entire Bargaining Committee shall be subject to all the rules and regulations as any normal employee and will be required to punch in and out when entering or leaving the plant.

The Bargaining Committee shall be retained in employment during the term of this Agreement, provided they are capable of performing the available work and except in cases of plant shutdown or a reduction in the number of actively working employees as indicated above.

### Paragraph 7.

The Company agrees to recognize the steward system as the preliminary agency for the purpose

of negotiating the settlement of any grievance now existing or which may arise in the future.

The Company will recognize up to fifteen (15) stewards as follows:

Assembly Area.....	2
Housing & Weld.....	2
Oil Lines & Hi Sides.....	3
Machine Shop.....	1
Clinton.....	1
Office.....	1
Engineering.....	1
Maintenance.....	1
Tear Down.....	1
Orbitec.....	1
Paint, Export Shipping Single Pack.....	1

If the Company adds a 2nd shift, the Union will be allowed to appoint one (1) additional steward.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

#### **Paragraph 8.**

It is recognized that in any grievance procedure, the sound discretion, good judgment, and good will of the employees, the steward, the foreman, the Union, and the Company are vital and important factors. It is the desire and intent of the Company

and the Union to provide a fair, efficient, and reasonable means of settling grievances without interruption of work or interference with the efficient operations of the business. Any grievance that is disposed of in accordance with this grievance procedure shall be considered settled; and such settlement shall be final and binding upon the Company, the employee or employees involved, the Union, and its members.

**Paragraph 9.**

STEP 1. Any employee in any department or a designated member of a group of employees having a grievance must first consult their supervisor with steward, if requested by employee, and immediately handle the matter with him in the employee's department and attempt to reach a settlement. All grievances must be presented to the supervisor within five (5) working days from date of knowledge, otherwise the grievance shall be deemed not to exist. The parties agree that the five (5) working day time limit does not apply to time study or scheduled rate disputes.

**Paragraph 10.**

STEP 2. If no settlement is reached between the employee and the supervisor, the employee may contact his union representative. This group shall make every reasonable effort to reach a prompt,

mutually satisfactory settlement through discussion at this point. The steps as provided above must be followed before the grievance will be recognized by either the Bargaining Committee or the Company.

If the matter is still not resolved, then the matter should be put in writing by the employee and steward as a grievance and be delivered to the supervisor within five (5) working days. The Supervisor shall give his answer in writing within five (5) working days after receipt of the written grievance.

#### **Paragraph 11.**

STEP 3. If no settlement is reached in Step 2 above, the union representative, employee and supervisor shall arrange for a meeting with the superintendent or Production Manager who shall schedule a meeting within ten (10) working days of receipt of notice of a dispute. It is agreed that when there is a grievance concerning a line or department, a union representative will meet with Management at this step of the grievance procedure. Company representatives shall provide a written answer within five (5) working days of the meeting. Any grievance that is not satisfactorily settled at this step must be presented to the Human Resource Department within five (5) working days from the date of the receipt of the

Company's written answer. The Local Union Grievance Chairman shall arrange a meeting with the Human Resources Director. This meeting, which may include up to three (3) grievance committee persons, will occur within ten (10) working days of the Company's last written answer. The Human Resources Director shall provide the Grievance Chairman a *written answer within five (5) working days of the meeting*. The above time limits may be extended by mutual agreement between the parties. If not answered on a timely basis, it shall be settled per the request stated on the grievance. If not timely appealed by the Union, the grievance shall be considered as withdrawn.

**Paragraph 12.**

STEP 4. If the written grievance is not settled in Step 3 above and the Union has appealed the grievance, in writing to the Company's Human Resources Department within ten (10) working days after receipt of the Human Resources Director's written answer, the Bargaining Committee of the Union and the International Representative shall *meet with the Company* in Step 4.

**Paragraph 13.**

If any negotiations through Steps 1 to 4 inclusive, a satisfactory settlement cannot be reached, then the

grievance may be appealed. All answers after Step 2 shall be in writing.

If the Union does not act upon a grievance within thirty (30) regular working days after the Company's last written answer in Step 4 of this procedure, the grievance shall be deemed not to exist. (Acted upon in this paragraph means specifically that the Union shall appeal, in writing to the Company, any open grievances unless in the interim period some other procedure of the resolution of the grievance(s) is agreed to and reduced to writing by the Company and the Union.)

#### **Paragraph 14.**

It is agreed and understood between the parties that every attempt should be made to settle all grievances as soon as possible at the local level in accordance with this current grievance procedure. If a grievance has been properly appealed either party shall have the right to appeal such grievance to arbitration within thirty (30) days from the date of the meeting or waiver of such meeting. If a grievance is not appealed in writing, it will be considered settled based on the last written answer given by the Company.

The following procedure will apply if a grievance is appealed to arbitration:

A. For the purpose of this Agreement, the term

grievance shall be limited to any dispute between the Company and the Union or between the Company and an employee concerning the application or violation of the provisions of the current Agreement between the parties. Grievances relating to discipline, except written reprimands, may be subject to arbitration.

B. If the matter is one subject to arbitration, as provided above, and all conditions have been satisfied including the applicable time limits then either party may request that the grievance be submitted to an arbitrator for a final and binding decision on both parties.

C. The written request for arbitration shall set forth the subject of the grievance. Upon receipt of such request, the representative of the Union or the representative of the Company shall request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) names from which the arbitrator shall be selected by alternately striking one name each. The person whose name remains on the list shall be designated as the arbitrator. It is understood that the request to the Federal Mediation and Conciliation Service for a panel of arbitrators must be effectuated by the appealing party within fifteen (15) days from the date of appeal to arbitration and selection made

within twenty (20) days of receipt of the list of names or the grievance or grievances involved will be deemed withdrawn. It is understood that should the Company or the Union find the first list of names, submitted by Federal Mediation and Conciliation Service, unsuitable or unacceptable a second list of names may be requested and the time limits affected shall begin after the receipt of the second list.

D. The arbitrator so selected shall schedule a prompt hearing at which time he shall have the power to make determinations of fact on the questions submitted to him and apply them to the provisions of the Agreement alleged to have been violated so long as the grievance is submitted to him in accordance with the provisions, limitations, and procedures specified in this Agreement. The arbitrator shall not have the jurisdiction or authority to add to take away from, nullify or modify any of the terms of this Agreement, or to impair any of the rights reserved to Management, the Union, or to individual employees under the terms hereof; nor, in determining whether the Contract has been violated, shall he have the right to substitute his judgement for that of Management in any matter where Management has reserved its right to exercise discretion. The arbitrator shall be bound

by the facts and evidence submitted to him and may not go beyond the terms of this Agreement in rendering his decision. No such decisions may include or deal with any issues or matter, which is not expressly made subject to the terms of this Agreement. The decision of the arbitrator shall be in writing and shall be final and binding upon the employee or employees, the Union, or the Company when rendered upon a matter within the authority of the arbitrator.

E. Unless it is mutually agreed otherwise, each grievance shall be handled by a separate hearing except that grievances arising out of identical sets of facts or the same incidents may by agreement be heard together.

F. The cost and expenses of the arbitrator, as a result of the arbitration hearing shall be shared equally by the parties hereto. All other expenses incurred by either party shall be paid by the party incurring such expenses.

**Paragraph 15.**

It is further agreed that all working time lost by a member of the Bargaining Committee, stewards, and employees (employees being disciplined-refer to Paragraph 19) in settling grievances (up to and including Step 3 of this procedure) with

Management shall be paid by the Company as follows:

A. Piece rate workers to receive their average piece work rates, and

B. All Hourly workers to receive hourly rate.

**Paragraph 16.**

It is mutually agreed that on the third (3rd) Wednesday of each month at 8:30 A.M., the Union Bargaining Committee and the Company shall meet, if necessary, to discuss grievances at the Fourth Step of the procedure and other legitimate problems. Special meetings, if needed, may be called during the week by mutual consent. Any agreements shall be reduced to writing and signed by the parties.

This monthly meeting shall not exceed two (2) hours in length, unless agreed to by the parties. The Company shall pay the Union participants of the monthly meeting for time spent in this meeting (per Paragraph 15). Other meetings will not be paid for by the Company unless said meetings were requested by the Company.

**Paragraph 17.**

All back pay that has been awarded employees (by settlement of a grievance) will be paid in the

following pay period.

**Paragraph 18.**

Second (2nd) or third (3rd) shift employees who report for work and find they have been discharged, must report to the Production Manager or Personnel Manager and Union representative. Management shall determine if the employee will work prior to a hearing in the Personnel Office. Arrangements must then be made for a hearing the following day (7:00 A.M. to 5:00 P.M.).

**Paragraph 19.**

When disciplinary penalties occur, all employees are entitled to a hearing in the Personnel Office with Union representation. An employee disciplined must report to the Labor Relations Office and the Union. The affected employee will be informed orally that if he desires, he may be represented by a Union representative.

**Paragraph 20.**

Whenever employees are returned to work as a result of agreement reached in negotiations under Paragraph 19 above, they will be paid at their base rate plus add-on for time off their job consumed in the Personnel Office; and their seniority shall be restored unless otherwise agreed upon by the Company and the Bargaining Committee of the Union.

## **ARTICLE VI**

### **WAGES AND HOURS**

#### **Paragraph 21.**

The wage schedule as set forth in Appendix "A" is approved by the Union and the Company and shall become effective November 16, 2003. In setting up a two-tier wage payment plan the Company does not intend to reduce the older seniority employees' wages to the same level as new employees in the future. The wage payment has been structured and continued in this manner in an attempt to become more competitive and to obtain more work and jobs in the future.

#### **Paragraph 22.**

Effective Sunday, November 16, 2003 the Tier I add-on shall be \$6.22

#### **Paragraph 23.**

Effective Sunday, November 16, 2003 the Tier II add-on will be \$3.50.

#### **Paragraph 24.**

The Company agrees that a forty (40) hour week shall be the normal workweek. This does not constitute a guarantee by the Company but merely designates what is to be construed as normal. Eight (8) hours shall constitute a normal workday. Each shift shall have a specified starting and

quitting time with third (3rd) shift starting Sunday night at 11:00 P.M., and the first (1st) shift starting at 7:00 A.M. on Monday.

**Paragraph 25.**

For payroll purposes, the pay week for 1st and 2nd shift employees shall begin on Monday at 12:01 A.M. and end on Sunday, at 12:00 P.M., midnight.

**Paragraph 26.**

For payroll purposes, the pay week for 3rd shift employees shall begin on Sunday at 11:00 P.M. and end on the following Sunday at 10:59 P.M.

**Paragraph 27.**

There shall be an established starting and quitting time for each shift. Prior to any change in such starting and quitting time, the Company will notify the Union and explain the reason for the change.

**Paragraph 28.**

A premium wage of time and one-half (1-1/2) shall be paid for wages received in the following instance:

A. Over forty (40) hours worked or paid in one (1) week.

**Paragraph 29.**

When the forty (40) hour rule is met a premium wage of double (2) time shall be paid for wages received in the following instances:

A. All time worked on Sunday when the shift starts on Sunday.

**EXCEPTIONS:**

1. Third (3rd) shift whose regular starting time is 11:00 P.M. Sunday.

2. Any scheduled pre-shift overtime on Monday shall be paid at time and one-half provided the provisions of Paragraph 28 (A) are met.

B. All the time worked in excess of ten (10) hours on Saturday.

C. All time worked on holidays regardless of the day of the week in which they fall.

**Paragraph 30.**

Employees covered under the terms of this Agreement and who are used on inventory shall receive an hourly rate of pay of \$9.00 per hour plus the add-on, if applicable. All employees working on their regular job during inventory shall be paid their regular hourly rate plus the add-on, if applicable.

Paragraph 31.

All second (2nd) and/or third (3rd) shift employees shall be paid weekly on Thursday. If abuses occur where employees are absent the day following payday, said employees shall be issued a warning; and such warning shall be recorded in the Personnel Office. If abuses continue to occur, the employee involved shall be paid permanently on Friday.

Paragraph 32.

All first (1st) shift employees shall be paid weekly on Friday.

A. All shifts shall be paid on or before the last break period of each payday.

B. Employees who leave work on payday due to personal illness must report to the Medical Department for clearance before their check can be released.

C. If conditions on payday are unsuitable for work by mutual agreement between the Company and the Union, employee or employees affected shall be paid at that time.

D. Employees on vacation, layoff, or approved leave of absence may obtain their check on Friday

at the Personnel Office between the hours of 8:00 A.M. to 10:00 A.M. and 1:00 P.M. to 4:00 P.M.

E. Employees not scheduled to work on payday shall receive their paychecks on the previous day.

F. Errors resulting in a pay shortage will be corrected within the following pay period.

G. Cards or gang sheets held up by supervisors shall be cleared the following Monday in order to be in the same pay period.

H. Payment of advances will be eliminated under this Contract.

**Paragraph 33.**

All employees whose time starts on the second (2nd) shift shall receive a twenty-five cent (\$.25) per hour premium for such work, and all employees whose time starts on the third (3rd) shift shall receive a thirty cent (\$.30) per hour premium for such work.

**Paragraph 34.**

All employees coming under this Agreement shall be given a ten (10) minute rest and smoke period during the first (1st) half and second (2nd) half of each shift. Each period is to be taken at a time

Wednesday,	December	29
Thursday,	December	30
Friday,	December	31

**2005**

Friday,	March	25
Monday,	May	30
Monday,	July	4
Monday,	September	5
Thursday,	November	24
Friday,	November	25
Monday,	December	26
Tuesday,	December	27
Wednesday,	December	28
Thursday,	December	29
Friday,	December	30

**2006**

Monday,	January	2
Friday,	April	14
Monday,	May	29
Monday,	July	3
Tuesday,	July	4
Monday,	September	4

**Paragraph 39.**

Holiday pay shall be paid over and above regular earnings if the holiday is worked.

**Paragraph 40.**

Employees will be paid for holidays provided they meet all of the following eligibility rules unless otherwise provided herein:

1. The employee has sixty (60) work days seniority as of the date of the holiday, and
2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
3. The employee must have worked the last full scheduled work day prior to and the next full scheduled work day after such holiday within the employee's scheduled work week, unless the employee has been previously excused or is absent for a reasonable cause.

**Paragraph 41.**

The rate of holiday pay for Tier #1 and Tier #2 incentive workers will be base rate plus applicable add-on. For all Tier #1 and Tier #2 hourly rated employees holiday pay will be hourly rate plus applicable add-on.

**Paragraph 42.**

When a holiday falls within an eligible employee's scheduled vacation period, they shall receive holi-

day pay in addition to their vacation pay.

**Paragraph 43.**

Eligible employees who have been laid off (except employees not working due to a disciplinary layoff) or who go on a leave of absence during the week in which a holiday falls, shall receive pay for such holiday.

**Paragraph 44.**

Holiday pay will be paid in the pay period in which the holiday occurs or the following pay period.

**ARTICLE VIII  
TIME STUDY POLICY**

**Paragraph 45.**

This paragraph refers to the Memorandum of Understanding New Work (Effective: June 13, 1991):

Any work or product brought into the Tecumseh Division will be installed under a measured day rate system as follows:

Shift hours, number of shifts, product to be produced on each shift, line balances and standards shall be determined by the Company with efficiency of operations paramount. Only tested and proven Industrial Engineering principles shall be used to determine work standards as follows:

All production standards will be established on the basis of fairness, and equity consistent with the quality of workmanship, efficiency of operations and the reasonable working capacities of normal operators.

Sound Industrial Engineering practices will be utilized in establishing time standards. Techniques will reflect fair and equitable standard time values.

Measured day work performance is considered the time necessary, under good shop conditions, for a qualified person, working at a normal work pace, to do a defined amount of work of specified quality when following the prescribed method.

To properly install and administer a measured day work plan, the full range of Industrial Engineering techniques such as time study, standard data and state-of-the-art systems will be employed. Necessary adjustments will be added where appropriate to accomplish fair work standard, including five percent (5%) for personal time and three percent (3%) for fatigue on manual elements only.

Permanently established standards will not be changed by the Company unless:

**(a)** There has been a change in material, tools, jigs, fixtures, machines, machine feeds and speeds, product or method of operation.

**(b)** Work is added to or taken away from the operation.

**(c)** Quality requirements are raised or lowered from the original specifications.

**(d)** A genuine clerical error has been made in computing the standard.

If a dispute arises when an employee claims that a newly established standard on the work cannot be attained, the employee must first take it up with the supervisor. The supervisor shall inform the employee that his union representative may be in attendance during the explanation of all the facts on which the standard is based.

**(a)** If the dispute is not settled at this stage, the employee may request the supervisor to call the local union time study representative. The representative may, upon reporting to the supervisor of the department involved, examine the job, and the supervisor, upon request, will inform the representative of facts on which the standard is based.

**(b)** Every effort should be made to pinpoint areas of difference on all disputed studies on the floor level. If the dispute is not settled at this point, the

employee, through the representative, may then take it up through the grievance procedure.

**(c)** All time studies made in the plant shall be made by qualified time study persons.

In addition, plant wide seniority will not apply as follows:

**(a)** Bidding will be plant wide; qualifications and seniority will be considered equally. Where both are equal, seniority will prevail. After one (1) year in a department total seniority will be recognized.

**(b)** Bumping where allowed will be by classification within the department; then: Lowest senior employee in a lower classification in the department. You must be capable of performing the work without break-in in order to bump any job. There will be no bumping into a higher classification.

**(c)** Any employee laid off from work that existed under the previous contract, due to a permanent elimination of that work, will be allowed to bump on new jobs added to this plant. This bump will take place only to avoid permanent loss of employment and if the employee is qualified to perform the work involved.

(d) The Company will have the right of job assignment within the department to assure full work utilization. Cross training within classifications and between classifications will be encouraged and required. Employees will be paid the rate of the job where assigned at all times.

On the job training and outside instruction will be utilized as required.

Tier II wages and fringe benefits will apply to any **new work** brought into the Tecumseh Division.

**Paragraph 46.**

Standard time study practices will be used to establish all time studies with the following procedure and provisions:

**Paragraph 47.**

Time studies on individual operations and for scheduled rated jobs for all existing product will be established in strict accordance with the provisions of the current Agreement.

**Paragraph 48.**

The time standard shall define the normal time required to do a given operation including all necessary allowances for the specific equipment, materials, while working at definite specifications

and methods with the operator working at normal (100%) pace.

**Paragraph 49.**

In addition to the normal task time of an operation there shall be added an allowance of five percent (5%) for personal time and a minimum of five percent (5%) fatigue allowance on all manual work elements.

**Paragraph 50.**

Individual incentive time standards shall be established on the basis to enable the average workers to earn at least twenty percent (20%) over their base rate through extended effort and greater skill in the performance of their work. To compute the piece price and production quantities, 56.25 minute hour will be used:

**EXAMPLE:**

Minutes per shift = 480

An allowance of two (2) ten (10) min. break periods = 20 min.

An allowance of two (2) five (5) min. wash-up periods = 10 min.

Total allowance = 30 min.

$480 \text{ min.} - 30 \text{ min.} = 450 \text{ min.} \div 8 \text{ hrs.}$   
 $= 56.25 \text{ min. per hr.}$

$56.25 \div \text{standard min. per pc.} = \text{normal PCs. per hr.}$   
 $\text{Base Rate} \div \text{normal PCs. per hr.} = \text{piece rate}$

**Paragraph 51.**

All jobs presently classified under the \$6.35 base rate shall be referred to as Class I.

**EXAMPLE:**

Class I

$56.25 \div .3420 \text{ std. min.} = 164 \text{ PCs.}$

$\$6.35 \div 164 \text{ PCs.} = .03872 \text{ piece rate}$

**Paragraph 52.**

All jobs presently classified under the \$6.50 base rate shall be referred to as Class II.

**EXAMPLE:**

Class II

$56.25 \div .3420 \text{ std. min.} = 164 \text{ PCs.}$

$\$6.50 \div 164 \text{ PCs.} = .03963 \text{ piece rate}$

**Paragraph 53.**

Employees will not be allowed to turn in any downtime when earnings exceed 33% of base rate on their shift. There will be no cap on incentive earnings. The Company will pay for all "OK" pieces produced during the shift.

Production not meeting the "OK" pieces definition will be paid base rate with no incentive.

Definition of "OK" pieces: A part that meets the engineering requirements for all the features performed in this particular operation or process.

Running of scrap or failing to do operations required shall not be paid for by the Company and it will be the employee's responsibility to see that only good pieces are produced. Scrap, which is not the operator's responsibility, shall be paid for at the time study rate. Inspectors will also be held responsible for scrap beyond a reasonable amount.

**Paragraph 54.**

The base rates of incentive employees on time study jobs shall be paid during the term of this Agreement as shown in the hourly rate schedule.

**Paragraph 55.**

Rate of pay for changeover on time study operations: Machine changeover time shall be paid at the rate of ten cents (\$.10) per hour above the base rate to the operator involved for all time in excess of a continuous one-half (1/2) hour. All other operations that may be affected will not receive changeover time.

**Paragraph 56.**

If an employee's break period occurs during the downtime, he shall be paid for his break period if

downtime is one-half (1/2) hour or more.

**Paragraph 57.**

During downtime the operator shall be required, upon request, to work on other job assignments. In the event an employee is reassigned to other work, the base rate of the employee's regular job or base rate of the job to which assigned shall be paid, whichever is the higher.

**Paragraph 58.**

Down stations on machines shall be paid base rate for the first twenty-four (24) hours. After twenty-four (24) hours, average rate shall be paid.

**Paragraph 59.**

When single operation or gangs have accumulated six (6) minutes or more on downtime, they shall be paid in hundredths to the nearest one-half tenth.

**Paragraph 60.**

Time studies shall be updated as a result of changes in methods, materials, or products. Such time study elements shall be changed only to the extent that methods, materials, or products have changed. This must be done in thirty (30) days. In case of error in the time study, it may be corrected. The Company reserves the right to maintain and enforce prevailing production standards.

If an agreement is reached to extend the thirty (30) day time limit (as referred to above), the operator of said operation shall be paid sixty cents (\$.60) per hour over and above his base rate until a new piece rate is applied to the operation.

When work is added to or taken away from a line, the line balance shall be revised only to the extent it is affected by such change, and in keeping with the principle that the work is divided as evenly as possible between the operators.

#### **Paragraph 61.**

When certain elements of work have been removed from an operation and at a later date the same elements of work are restored to the operation, the former piece rate will be placed back on the job plus all contractual increases that may have occurred.

#### **Paragraph 62.**

No operator, set-up man, or any supervisor will change feeds or speeds of any machine without the consent of the Manager of Manufacturing Engineering or knowledge of local union time study representative. Disciplinary action will be taken against any unauthorized person who changes the feeds and speeds of any machine or conveyor as follows:

<b>First offense</b>	Written warning
<b>Second offense</b>	2 weeks off
<b>Third offense</b>	Discharge

It is understood that an employee's record will be cleared after two (2) years from the last offense.

**Paragraph 63.**

Employees shall be notified at least fifteen (15) minutes in advance of being sent home before their regular quitting time.

**Paragraph 64.**

All previous pay practices, memorandums, or agreements are hereby canceled (except those agreed upon to remain in effect which must be re-dated and signed with this contract).

**Paragraph 65.**

When it is necessary to slow the cycle of a machine so that the present time study rate doesn't apply, a temporary rate shall be established. When corrections have been made and the Industrial Engineering Department so advised, the job shall revert back to the original time study. If the temporary rate is not established immediately, it shall be retroactive to the time or date change occurs. If, due to circumstances, no temporary rates are thus established, the

employee(s) shall be paid average rate to cover time involved retroactive to when the slow cycle was changed. When temporary work is added to an operation or operations, a rate shall be applied or average rate shall be paid. When changes occur that affect the manpower of a line, Time Study will establish production per man and the maximum production for a line per this agreement. All rates so established shall be subject to the grievance procedure if deemed in violation of the agreement.

**Paragraph 66.**

In machine shop gangs, when stock is not available to produce, the youngest seniority employee may be removed from the gang. Such employee removed shall be provided work at his base rate or the rate of the job he goes on, whichever is higher.

**Paragraph 67.**

Time study and methods sheets and price shall be given to the supervisor and shall be available to employees under their supervision.

**Paragraph 68.**

The Company with the consent of the employee shall have the right to borrow employees from one gang or job to another. The borrowed employee will receive average rate. Any employee that with-

holds consent will be sent home for the balance of his shift.

**Paragraph 69.**

When an employee without experience, insofar as the operation is concerned, starts on a job as a regular member of a gang, he shall be paid at the base rate of the job for a one (1) day period. Any earnings beyond the average rate that he may contribute to the gang shall be paid to him up to the point where his pay equals the pay of the balance of the gang. In case the new employee is not in the gang for the full eight (8) hours, separate gang sheets will be made out showing pieces produced with and without the new employee.

**Paragraph 70.**

In case of change in manpower in a gang, the gang may make out two (2) separate gang sheets provided no separate gang sheets shall cover a period of less than one (1) hour.

**Paragraph 71.**

When manpower has been increased and no stock is available for the increased manpower, average rate will be paid until the stock problem is corrected.

**Paragraph 72.**

Regular production employees asked by the

Company to perform experimental work in machining operations on sample parts shall be paid average rate for time spent running these sample parts.

**Paragraph 73.**

It is understood that standards will be periodically audited to check machine capability and for compliance to method, speed, feed and process and product requirements. Before any of these above items are changed, approval will be required by Manufacturing Engineering and Quality Control.

**Paragraph 74.**

Incentive employees shall not be allowed to turn in hourly piece rate earnings in excess of 133% of their respective base rate when downtime is listed on the work card. However, when no downtime is listed on the work card and based on individual effort and skill, the employees shall be allowed to turn in piece rate earnings for all pieces on the shift worked provided quality pieces are produced and the job is performed according to the time study. All employees are expected to work until quitting time of their scheduled shift.

**Paragraph 75.**

The areas to be covered by line balances are:  
"E" Building White Room (Select Fit through

Stretch Wrap and Band), Blue Hi-Side, Green Hi-Side Line, Oil Lines, Rough Valve Plate Washer, Ultrasonic Valve Plate Washer, Scope Room, Warranty Department.

**Paragraph 76.**

In the assembly areas where work is performed on moving conveyors, line balances shall be established for the various production schedules.

**Paragraph 77.**

The line balance shall show the number of operators required for a given production schedule, the operations each operator is to perform, and the normal time allowed for each operation. The work shall be divided as evenly as possible between the operators working at a normal pace.

**Paragraph 78.**

In computing an assembly piece rate price, the following method will be used: The normal task time of a line balance will be the total time of the operator having the greatest amount of work to perform. To determine the conveyor speed, divide the normal task time by 120%.

**EXAMPLE:**

Normal task time (.2400)

$.2400 \div 120\% = .2000$  conveyor speed  
Normal work shift - 480 minutes (two shift basis)

Two (2) five (5) minute wash-up periods.....  
10 minutes  
Two (2) ten (10) minute break periods .....  
20 minutes  
Total 30 minutes

480 minutes 30 minutes 450 minutes  
 $450 \text{ minutes} \div .2000$  (conveyor speed) 2,250  
pieces  
(maximum production)

To compensate for production lost due to contingencies, changeovers and repairs, the basic schedule will be arrived at by dividing the maximum production by the agreed to percentages contained in the Time Study records.

**EXAMPLE:**

$2,250 \text{ pieces} \div 1.198\% = 1878$  Basic Schedule  
Class I,  $\$6.35 \times 8 \text{ hours} = \$50.80 \div 1878 =$   
.02705 piece rate

Class II,  $\$6.50 \times 8 \text{ hours} = \$52.00 \div 1878 =$   
.02769 piece rate

**Paragraph 79.**

All previous pay practices, memorandums, or agreements are hereby canceled (except those agreed upon to remain in effect, which must be re-dated and signed with this contract).

**Paragraph 80.**

Assembly operations from the terminal line through Paint Drop shall take their count using the Terminal count. This shall include welding, bubble test, shrink wrapper, and paint drop areas.

**Paragraph 81.**

Line balances will be established as necessary to reflect customer requirements in the most efficient method of fulfilling these requirements. When schedules demand, the Company retains the right to transfer employees or product from one line to another to efficiently and economically produce customer requirements, without regard to the borrowed help provisions.

**Paragraph 82.**

Conveyor speeds and production of feeder lines or lines taking away production shall be based on the production and speed of the assembly line they feed or take production away from.

**Paragraph 83.**

When it becomes necessary to cut production, or the line balance due to stock shortage, absenteeism, etc., the seniority employee shall have the option of staying or leaving the job (where jobs are combined). If he decides to leave the job for the day, he must accept other available work he is capable of performing, if needed; and the lower seniority employee shall remain on the job. If employees are reassigned under these provisions, they shall be paid the rate of the job assigned. Production may be increased or decreased as needed during any shift.

**Paragraph 84.**

The Company agrees that all rate increases shall be retroactive to the date when the change in operation, rate, methods or request for time study took place.

**Paragraph 85.**

All piecework operators shall receive the piece work base rate for each hour worked. During downtime the operator shall be required, upon request, to work on other job assignments. In the event an employee is reassigned to other work, the piecework base rate of the employee's regular job or the piecework base rate of the job to which assigned shall be paid, whichever is the higher, for

the balance of the day.

**Paragraph 86.**

The Company shall furnish sufficient utility men to provide for necessary relief from the line.

**Paragraph 87.**

The parties recognize the concept that employees are required to perform a fair days work for a fair days pay (8 hours work for 8 hours pay). It is recognized that a line is balanced to produce an expected amount of production. This is the average expected from a particular line balance.

**Paragraph 88.**

Those employees whose incentive rate is based on more than one (1) line shall be paid base rate for time lost if one (1) or more lines they service is not working.

**Paragraph 89.**

The Company may use utility and production unassigned employees to cover for absenteeism.

**Paragraph 90.**

Employees shall not be borrowed for more than thirty (30) consecutive days. At no time will a production unassigned employee be moved out of their assigned department unless borrowed with

his consent.

## **ARTICLE IX PLANT SENIORITY**

### **Paragraph 91.**

All new employees shall be considered as probationary employees for their first forty-five (45) calendar days of employment. Employees shall acquire seniority by working forty-five (45) calendar days during a period of six (6) consecutive months, in which event the employee's seniority shall date back to date of hire. When an employee acquires seniority, their names will be placed on the seniority list in their particular classification in the order of their seniority. In the event two (2) or more employees in a given classification have the same seniority date, the order of their seniority shall be governed by the last four (4) digits of their social security number. Employees having the lowest last four (4) digits shall be considered senior during all even numbered years (1994, 1996). Employees having the highest last four (4) digits shall be considered senior during all odd numbered years (1995, 1997). Exception: Bumping Provisions any employee with the same day of seniority as another will not be allowed to bump that employee. During the probationary period, probationary employees may be laid off or discharged by the

Company without regard to this agreement and no grievance shall arise therefrom.

**Paragraph 92.**

The Union agrees to furnish the Company a list of *stewards and local union officers*; and the Union further agrees to promptly advise the Company of any change in an office or position.

The Company will furnish an alphabetical seniority list twice per year starting January 1, 2004.

**Paragraph 93.**

The following provisions shall govern the movement of employees within the shop.

**A.** All employees shall be retained, laid-off, or recalled to work on the basis of their plant wide seniority. At no time will the Company be able to retain employees without seniority to work in excess of five (5) days, following layoff date. This does not apply to *deferred employees or measured day rate departmental seniority*.

**B.** *The Company and the Union agree that the meeting of production schedules is mandatory. It is agreed that during periods of temporary material shortages, breakdown of machinery or equipment, or other emergency conditions beyond the control*

of Management which result in part-time operations not to exceed five (5) working days in any one (1) period unless otherwise extended by mutual agreement between the Company and the Union Committee and reduced to writing, employees will be laid off in accordance with their seniority in the department classification affected as the operations are temporarily discontinued. In the event a temporary shutdown extends beyond five (5) working days, this paragraph will become inoperative and the provisions of the layoff and recall section will be followed. Whenever possible, the Company will attempt to assign the employee affected to other available work.

It is understood by the parties that Management will recall employees in the most efficient manner when conditions prevail as outlined above. (This is to include mass media notification.)

C. In cases of cuts in production, employees with seniority to work must be notified three (3) working days in advance. When this is impossible, they shall be given a job at their average rate. If an employee does not have sufficient seniority to work and there is no job available, he may be laid off.

D. In case of cuts in production; employees with seniority on a temporary job must be notified three (3) working days in advance. When this is impossible, they shall be given a job at their average rate. If an employee does not have sufficient seniority to work and there is no job available, he may be laid off.

E. Employees recalled to work after layoff will be mailed notices three (3) working days in advance of the day they are to report to work. Failing to report, the employee's name will be removed from the seniority list unless satisfactory arrangements have been made. **ALL EMPLOYEES SHALL NOTIFY THE COMPANY OF ANY CHANGE OF ADDRESS OR TELEPHONE NUMBER BY REPORTING TO THE EMPLOYMENT OFFICE WHERE A FORM MUST BE FILLED OUT AND SIGNED BY THE EMPLOYEE.** One (1) copy of this notice will be sent to the Secretary of the Union. The Company shall retain the original copy. The Company shall be entitled to rely upon the last address and telephone number shown on its records for all purposes. It is the employee's responsibility to comply with the above.

F. By mutual agreement between the Company and the Union, a pool of no more than fifty (50) employees will be established of the employees

working with the least seniority. These employees will be subject to placement on jobs as required. Pool employees out of a job may displace the last man on the pool list, if qualified.

**Exception:** Manufacturing Engineering

**G.** New employees will be allowed to bid or bump after attaining one (1) year of seniority.

**Paragraph 94.**

An employee with seniority removed from the job in which he is working as a result of a production cut-back or other termination of employment, must report within twenty-four (24) hours (one (1) working day), to the Employment Office for a job assignment. He must accept a temporary job, open job, or exercise his seniority rights at the employee's discretion. Such employee shall be notified three (3) days (two (2) days on a bump) in advance, to permit the employee the right to exercise his seniority. Failure on the part of the employee to comply with this provision shall result in disciplinary action.

**Paragraph 95.**

Whatever an employee's paper work reads is his assigned job. It will be the supervisor's and employee's responsibility to have the employee's paper work correct and up to date. All changes in

job assignment and/or paper work must be cleared through the Employment office. Employee's paper work shall not be changed without his knowledge and unless there has been a change in the job content.

**Paragraph 96.**

If there has been a significant change in an operation or job and the operator is being reclassified, he will have three (3) days on the job in which to decide if he wants to stay or ask for his release and exercise his seniority.

**Paragraph 97.**

The Company reserves the right to appoint any operator for new work or machines on existing product for thirty (30) days. The job is to be classified by the Company. The operator is to be paid the base piece rate or his average rate, whichever is higher, for the classification in which it falls.

**Paragraph 98.**

In the future, any employee returning to work on a job within one (1) year where he shows previous experience on Employment Office records, shall be considered an experienced person in the gang.

**Paragraph 99.**

Whenever an employee is assigned to two (2) or more jobs with different rates, the higher rate will be paid.

**Paragraph 100.**

An employee's seniority will be canceled and they will be removed from the seniority list for the following:

- A. Exceeds a leave of absence.
- B. If false reasons are given for obtaining a leave of absence.
- C. Failure to report back to work following layoff within five (5) working days after notice is mailed unless satisfactory arrangements have been made. (Notice of discharge to be mailed certified).
- D. Refusal to accept job of lower seniority employee if capable of handling the job.
- E. Violations of "Rules and Regulations". (Refer to "Rules and Regulations" Article XVIII of this Agreement.)
- F. Falsification of employment records.

G. All discharged employees are entitled to written notification. Where notice is required by mail it shall be by certified mail.

H. Retires (with the exception of paragraph 164).

I. Accepts other employment while on leave.

J. Absence in excess of three (3) consecutive working days without notice.

K. When he has been laid off for lack of work for a continuous period of time in excess of one (1) year or for a continuous period of time equal to the amount of seniority the employee has at the start of his layoff, but in no event shall an employee's seniority be continued after four (4) years of continuous layoff.

L. Is absent from work due to a leave of absence for a period of up to two (2) years or for a period equal to the employee's length of service when such absence begins, whichever is less.

## **ARTICLE X**

### **BUMPING PROVISIONS**

#### **Paragraph 101.**

The following sets forth the provisions available to all Tier #1 employees and Tier #2 employees with at least one (1) year of seniority.

#### **Paragraph 102.**

Employees may bump once every six (6) months in their own department, if:

**A.** The employee is bumping into a higher day rate job or piece rate job if there is fifteen cent (\$.15) per hour higher earnings over the proceeding two (2) week period.

**B.** The employee desires a change of shift in his own department. (shift preference must be on same job, department, and classification)

**C.** Into Departments (1) Machine Shop and (2) Assembly Operation below, as often as necessary, when:

**D.** The employee has a statement from a physician stating that he must have a different job because of his health or an injury.

This move must be approved through the Personnel Office and the Union; and the job he goes on must also be approved to assure that its requirements are dissimilar to the job he is leaving and not of a nature that would aggravate his condition. The Company is to pay the fee if the employee is sent to medical authority for verification.

E. The employee has worked less than thirty-six (36) hours due to conditions other than his own choice on his regularly assigned job per week, for two (2) preceding consecutive weeks.

The employee must bid or bump a forty (40) hour per week job.

**NOTE:** When an employee is borrowed off his regularly assigned job with his consent, this is not considered time lost.

F. The employee has been bumped off his regular job by an approved bump or his regular job has been terminated.

G. Any employee exercising a bid or bump must remain on that job for ninety (90) calendar days unless displaced under (C), (D), (E), or (F) above.

H. All Class II base rate jobs may not be bumped without experience shown by Employment Office records.

I. Any employee taking an open job must remain on the job until he or she exercises his or her seniority rights.

J. A temporary job cannot be bumped. A temporary employee with a permanent job may be bumped.

K. Any employee bumping a temporary man on a permanent job shall be released at the end of the temporary assignment. Posting of this job is not necessary if less than thirty (30) days' duration.

L. A temporary employee with a permanent job is an employee who is replacing another employee that is on an approved leave.

M. A temporary job as referred to above is a new job created by the company for a specified reason. Duration of said job shall not exceed a thirty (30) day period without being posted as per Contract.

N. Any employee successfully bidding on a job cannot be bumped for ninety (90) calendar days, except by:

1. An employee who has been bumped or whose job was terminated after the job came down from bid and did not have the opportunity to bid on the job. Should the above employee take an open or temporary job, it will not affect his bumping status.

2. Any employee on approved leave or medical restriction at the time the job was posted provided he is eligible to move per the Contract.

O. After an employee has been bumped, his full seniority rights shall be restored.

**NOTE:** This does not pertain to an employee who is bumped off a thirty (30) day penalty job when he has not served his full thirty (30) days.

P. Employees with dual classifications (inspection and production) will be considered as production employees under the bumping provisions.

**Paragraph 103.**

Seniority shall be granted to all employees subject to this Agreement and shall be determined from the last date of hire on a plant-wide basis, subject to the following provisions:

## DEPARTMENTS:

A. Machine Operations

B. Assembly Operations

There will be no bumping into or out of the following departments or classifications.

C. Final Day Rate Inspection, Line Inspection, and Receiving Inspection

D. Laboratory (all employees working in the Laboratory)

E. Manufacturing Engineering Dept. (all employees working under the Manufacturing Engineering Dept., Gauge Inspection and Crib)

F. Office (all employees working in the office, which includes the Time Office and Inter-plant Expeditor)

G. Engineering Department

H. Compressors Analyzer and Write-Up

I. The following service classifications: Compressor Pack and Ship, Small Parts Pack and Ship, Export Small Parts and Ship.

J. Production Unassigned (except with a primary job and production unassigned)

K. Quality Assurance Inspector

L. CNC Operator

M. Set-Up Classification (Bids on Set-Up will be awarded based upon qualifications. If qualifications are equal seniority will prevail) Employees winning a bid in the Set-Up Classification shall have no seniority in the department until they have advanced to top rate. In case of production or line cuts and it becomes necessary to combine jobs the employee who has advanced to top rate shall remain. (In case employees both receive top rate, shop seniority shall rule.

If employees involved haven't advanced to top rate, time in the department shall rule.) Starting rate in the Set-Up Classification shall be the six (6) month rate if seniority warrants and advance to the twelve (12) month rate after six (6) months if seniority warrants. Employees experienced in Set-Up shall start at top rate.

N. All measured day rate departments.

**EXCEPTION:** If an employee has been off Set-Up

for over one (1) year, he shall progress as outlined above.

**NOTE:** Bumping will be permitted once every six (6) months for change of shift by employees in the same classification. Employees who have been bumped or whose job has terminated may bump in their own classification or in Departments (A) or (B). Employees in Departments (F) and (G) shall follow the *Engineering and Office* rules for job movement. Employees in Department (E) should follow *Manufacturing Engineering Department* rules for job movement.

**EXCEPTION:** Employees assigned to Departments (H), (I), (J), (K), (L), and (M) shall have progressed to the top pay in their classification qualifying them as experienced before they can bump for shift change or job termination.

#### **Paragraph 104.**

No employees may bid into departments or classifications (H), (I), (J), (K), (L), or (M) unless they have at least two (2) years' seniority and approval of the Superintendent and Personnel Department. If it is necessary to put an employee on these jobs with less than two (2) years' seniority, he may be bumped as outlined in Paragraph 101 F. There shall be no bumping between P.U. Machine Shop and

P.U. Assembly.

**Paragraph 105.**

All jobs shall be posted on the main bulletin boards, office time clocks and at the Employment Office for two (2) days.

**Paragraph 106.**

*Bump slips are to be filled out and served on the employee affected two (2) working days prior to their becoming effective: First (1st) shift before 11:00 A.M.; second (2nd) shift before 4:00 P.M.; and third (3rd) shift before 1:00 A.M.*

**Paragraph 107.**

Any employee executing a bump cannot withdraw his bump except on the approval of the Company and all employees involved. Only one (1) bump shall be accepted during this two (2) day period on the same job.

**Paragraph 108.**

Bid slips will not be honored unless signed by the supervisor in the department where the employee is bidding, with one (1) exception: When a bid is due to come down at 8:00 A.M. and the second (2nd) or third (3rd) shift operator is notified the night before that his job is terminated and he selects one of these jobs that is coming down, it will be

necessary for him to have his bid slip signed by the second (2nd) or third (3rd) shift Superintendent.

**Paragraph 109.**

Employees placed on a temporary job pending bid, bid winner will not go on the job until the following day after winning the bid unless job is not covered.

**Paragraph 110.**

Any employee who has won his bid on a job opening is required to remain on his former job for forty-eight (48) hours, or until a permanent replacement has been assigned to his job and has been trained (maximum five (5) working days). The employee will be paid at the higher rate after forty-eight (48) hours.

**Paragraph 111.**

An employee taking an open job in Departments (A) and (B) of Paragraph 102, Article XII, will be recognized as an employee in either department and may exercise his seniority rights in accordance with the provisions of the current Agreement. An employee taking an open job in Departments (C) and (D) of Paragraph 102 of this Agreement will be recognized as an employee in the department where he takes his open job and may exercise his seniority rights within the department in accordance with the Agreement.

(This does not apply to temporary job assignments.)

**NOTE:** A temporary job does not change one's job classification. An open job does change one's job classification.

**Paragraph 112.**

**A.** In case an employee enters a bid or bump, he shall be sent to the supervisor to have the job explained to him; but in no case shall the supervisor try to influence the employee's decision. Any complaints of the supervisor trying to influence the employee's decision will be referred to the Personnel Office for proper action. In case of failure of the employee to handle the job properly after a bid or bump, he must take an open job for thirty (30) calendar days following; then his full seniority rights are restored.

**B.** When production or a line is cut on a permanent basis and manpower is removed and operations are added, the employee with at least one (1) year of seniority, if he chooses, can be released. When production is increased and operations are taken away, he shall remain on the job unless eligible to move as per the Agreement.

**Paragraph 113.**

When their former job is posted, they will be

allowed to bid on it. Any employee who has won a bid or bump must remain on the job for three (3) months except an employee who is re-bidding on his old job. This employee will be permitted to waive the three (3) month agreement in order to permit him to go back on his old job by bid.

**Paragraph 114.**

If an employee wishes to re-bid on an old job he may choose any job on which he previously worked within a time period of one (1) year from current date. If he wins the bid, then he cannot exercise the same privilege again unless production is again reduced and he is forced by circumstances to take a job other than that which he desires. "Old Job" has reference to same operation or job classification on any shift.

**Paragraph 115.**

An employee starting a new job shall be given a maximum of five (5) days in order to show he has the ability to do the job. By mutual agreement, the Company and the Union may extend or shorten this time by a written AVO.

**Paragraph 116.**

Tier II employees cannot bid or bump for a period of one (1) year from date of hire.

## **ARTICLE XI OVERTIME**

### **Paragraph 117.**

All scheduled overtime is to be divided as equally as possible between shifts and employees assigned to same operations and jobs. Production Manager's Office shall keep a record of the overtime to insure equal distribution between the shifts and employees assigned to same operations and jobs. In production areas, the regular operator will be asked first. If a replacement is needed for the regular operator, the remaining employees on the supervisor's seniority list will be asked. If positions still remain to be filled after exhausting the supervisor's seniority list, any available qualified employee able to do the work may be scheduled.

### **Paragraph 118.**

When overtime is required on a job, the regular operator must be asked or called to work on his or her job to work the overtime.

**NOTE:** Regular operator means: The employee who is assigned to the job and who regularly works the job during the week.

The parties agree that the Company may, on a day-to-day basis, borrow or assign employees to machine or operations that do not have a regular operator on that shift to provide work for employees, build or reduce banks, and cover emergency situations. It is understood that such borrowing and/or assigning of employees will be in line with the language and pay procedures outlined in Paragraphs 57 and 68.

**Paragraph 119.**

Any employee working on new work (since 1991) on Friday preceding the Saturday overtime work scheduled will be given the opportunity for the Saturday overtime work. Otherwise an employee with qualification and seniority in the department shall be asked to work the overtime as scheduled. If the job is scheduled to be worked on Sunday and the regularly assigned operator does not work, the job will be assigned to the qualified seniority employee in the department.

**EXCEPTION:** (1) If the regularly assigned operator is absent on Friday and makes arrangements with the supervisor and steward to work the Saturday or Sunday overtime, he shall be entitled to work the overtime. (2) If the regularly assigned operator is borrowed from his regular job, with consent, the regular operator shall be entitled to work the

weekend overtime as scheduled. Manufacturing Engineering Department employees shall schedule their overtime under the provisions of Paragraph 144 of this Agreement.

**Paragraph 120.**

Any employee working on old work (before 1991) on Friday preceding the Saturday overtime work scheduled will be given the opportunity for the Saturday overtime work. Otherwise an employee with proper classification and seniority in the department shall be asked to work the overtime as scheduled.

If the job is scheduled to be worked on Sunday and the regularly assigned operator does not work, the job will be assigned to the employee with the proper classification or to the qualified seniority employee in the department.

**EXCEPTION:** (1) If the regularly assigned operator is absent on Friday and makes arrangements with the supervisor and steward to work the Saturday or Sunday overtime, he shall be entitled to work the overtime. (2) If the regularly assigned operator is borrowed from his regular job, with consent, the regular operator shall be entitled to work the weekend overtime as scheduled. Manufacturing Engineering Department employees shall schedule

their overtime under the provisions of Paragraph 144 of this Agreement.

**Paragraph 121.**

When overtime is scheduled on an operation and the regular operator is absent, the employee working the job that day will be assigned the overtime at the end of the shift or prior to the beginning of the shift the following day (pre shift overtime).

**EXCEPTION:** If the regular operator, in lieu of his absence, makes previous arrangements to work the pre-shift overtime following his absence, he shall be entitled to such overtime.

**EXCEPTION:** If the regular operator is borrowed off of his job, he is entitled to all overtime rights on his job, *providing he is borrowed on a daily (day to day) basis.*

**Paragraph 122.**

**SELECTION OF EMPLOYEES FOR OVERTIME:**

- A. Supervision shall have the responsibility of properly scheduling all overtime hours.
- B. Each employee must sign "will work" or "will not work".

C. When substitutes are used, the qualified seniority employees must be used.

D. The foreman and steward must sign the overtime sheet. This sheet will constitute the agreed to list and no grievances shall arise from same.

E. Any changes on the overtime sheet, after signatures, must be resigned by both foreman and steward.

F. Employees must be asked two (2) days in advance of any weekend overtime, whenever possible.

G. *It is agreed that all oversights and errors that an employee has knowledge of or should have known or surmised, shall be brought to the attention of supervision and settled with Union representation prior to the end of the shift preceding the overtime or all rights to that overtime are forfeited.*

H. Employees who accept overtime and do not report shall be subject to discipline as indicated in Paragraph 166 Rule No. 20.

I. A supervisor's seniority list determines his

department for overtime purposes.

**J.** If an employee is absent when weekday overtime is scheduled, there will be no obligation on the part of Management to contact said employee; and all rights to the instant overtime shall be forfeited.

**K. PRODUCTION UNASSIGNED OPERATORS' OVERTIME WORK RIGHTS.** Production Unassigned employees first overtime obligation is to work on production unassigned when scheduled.

**1. Saturday Overtime:**

If a P.U. employee works on a job on Friday and he is not scheduled to work production unassigned on Saturday, he is entitled to the Saturday work scheduled for the job that he works Friday. If he is scheduled to work P.U. on that Saturday, then the proper employee with seniority shall be entitled to the Saturday work.

**2. Weekday Overtime:**

If a P.U. employee works on a job a majority of the shift and that job is worked overtime either at the end of the shift or is scheduled to work overtime prior to their next scheduled shift, he shall be entitled to such overtime.

**Paragraph 123.**

The Company may start new hire employees on any shift along with a regular operator for the purpose of break in. The rate of pay for regular operator shall be base rate plus sixty cents (\$.60). Base rate shall be paid the new employee.

**Paragraph 124.**

The Company may select an experienced and qualified employee to instruct and break in new or inexperienced employees on any shift. In the event there are no qualified employees on the shift in question, the regular operator, if qualified, shall be requested to report on overtime in order to instruct or break in inexperienced operators on Class II jobs, and the rate for such work shall be base rate plus sixty cents (\$.60) at time and one-half (1-1/2).

**Paragraph 125.**

**SELECTION OF EMPLOYEES FOR EMERGENCY OVERTIME WORK:** In case of emergency overtime work, if it is impossible to contact the regular operators by telephone, a representative of the Union must be notified. Then, a seniority employee, if qualified within the department, will be called in. The supervisor and the Union representative are to agree on whom shall be called in.

**Paragraph 126.**

EMERGENCY CALL-IN: Any employee called in other than his regularly assigned shift to protect an emergency shall be paid a minimum of four (4) hours over and above his regularly assigned shift at his regular hourly rate. He may go home as soon as the emergency is passed or corrected.

**Paragraph 127.**

All scheduled overtime under eighteen (18) hours per week will be mandatory. Overtime without twenty-four (24) hours notice and over eighteen (18) hours per week will be voluntary.

**ARTICLE XII**

**MANUFACTURING ENGINEERING**

**Paragraph 128.**

Seniority in the Manufacturing Engineering Department shall be established on a Department seniority and classification basis.

**Paragraph 129.**

Manufacturing Engineering Department employees may bump once every six (6) months in the same classification, if qualified, for change of shift only.

**Paragraph 130.**

Employees in the Manufacturing Engineering

Department returning from sick leave shall return to their former job regardless of length of leave.

**Paragraph 131.**

Any employee in the Manufacturing Engineering Department who is presently holding a hi-skilled trades classification and does not possess a journeyman's card or attains a hi-skilled trades classification will be issued a journeyman's card if they meet the current apprenticeship requirements.

**Paragraph 132.**

Any maintenance employee assigned to work in their classification may perform incidental work in another classification in order to complete the overall job assignment.

**Paragraph 133.**

All paragraphs of the Bargaining Agreement presently in effect which are not inconsistent with this Article will apply to the Manufacturing Engineering Department.

**Paragraph 134.**

Whenever the skilled trades occupations are required to increase their force because of products change, model change, plant rearrangement, vacation shutdown or national

emergency and journeymen are not available, other employees may be used for this purpose and will be designated as "changeover employees". Such employees shall not attain departmental or classification status within the Manufacturing Engineering Department. These employees must come from within the Tecumseh Products Plant, Tecumseh, Michigan, if possible. "Changeover employees" shall be paid V85 classification plus annual increases, plus the applicable add-on. The selection of employees will be as follows:

**A.** Employees who indicate their desire to work by signing the work list in the Personnel Office will be asked to work first regardless of seniority.

**B.** If sufficient manpower is not obtained in the above manner, additional manpower will be selected from those employees not eligible for vacation pay.

**Paragraph 135.**

All new hires in the apprenticeable trades of the Manufacturing Engineering Department must be a qualified journeyman or apprentice.

**EXCEPTION:** When a job becomes open in the Manufacturing Engineering Department, it shall be posted for bid within the Manufacturing

Engineering Department first. Any department employee may bid on this job providing the employee is a Journeyman in this job classification. If the job is not filled by a member of the Manufacturing Engineering Department, it shall then be placed on the Company bulletin boards for plant wide bid. If a bid is submitted by an employee in the plant, the employee must be a qualified journeyman and must submit written proof.

**Paragraph 136.**

When layoffs occur in the Manufacturing Engineering Department, employees will be laid off in accordance with their seniority in the classification.

Employees in the Manufacturing Engineering Department who are laid off from their department due to a reduction in force in the apprenticeable or non-apprenticeable trades will be called back to their department and classifications first before any additional manpower is added to their department and classification.

**Paragraph 137.**

Manufacturing Engineering Department shall have a starting and quitting time on the following basis:

1st Shift	7:00 A.M. to 3:15 P.M.
2nd Shift	3:00 P.M. to 11:15 P.M.
3rd Shift	11:00 P.M. to 7:15 A.M.

**Paragraph 138.**

When an employee turns in unusable or broken tools required on his job, they shall be replaced with a like tool within a reasonable time.

**Paragraph 139.**

Apprentices will be reimbursed up to a maximum of seventy-five dollars (\$75.00) upon completion of each 1,000 hours in the apprenticeship program, for a tool allowance upon submission of receipts that the tools were purchased.

**Paragraph 140.**

It is agreed that when Manufacturing Engineering employees are requested by Management to work through their regular lunch period, they will be paid time and one-half (1-1/2).

**Paragraph 141.**

The Company shall provide showers and lockers in the Manufacturing Engineering Department, and they are to be cleansed and disinfected weekly.

**Paragraph 142.**

All jobs in the Maintenance Department will be classified as outlined in the Manufacturing Engineering Department on the Wage Schedule.

**Paragraph 143.**

Protective equipment shall be made available in the Stock Room and, at the discretion of the supervisor, be provided to Manufacturing Engineering Department employees as required.

**Paragraph 144.**

Overtime Manufacturing Engineering Department:  
All overtime will be scheduled by pay class as follows:

1. If the job has a regular employee he/she will be given the overtime.

2. Seniority qualified in Department.

It is understood, where possible and practical, overtime will be equalized within pay grades by shift.

**Paragraph 145.**

**JOB BID AND TRAINING PROCEDURE FOR NON-APPRENTICEABLE JOBS:** Job openings in the Non-Apprenticeable Classifications will be filled in the following manner:

1. Job openings will be posted in the Manufacturing Engineering Department and employees in the Manufacturing Engineering Department may bid on them providing they have had previous experience

on the job classification posted.

2. If the job opening is not filled in Step (1), the job will be posted on the general factory bid boards and employees may bid on the opening providing they can prove (in writing) that they are skilled at this trade (by providing letters from previous employers, Employment Office records, etc.)

3. If the job opening is not filled in Steps (1) and (2), the job will again be posted on the general factory bid boards and processed as a general posting with high seniority winning the bid.

Any employee selected in (2) or (3) above, or taking a job as an open job will be required to participate in and satisfactorily complete a training program for the specific classification needed.

The training program for these classifications will be for a two (2) year period and will include "on the job training" to learn the work-related portions of the job in addition to related instruction at an approved college (for a total of twenty (20) credit hours or the equivalent at the particular college attended). Each job classification will have specified required courses and elective courses that must be satisfactorily completed along with the work related training to complete the program.

Classes generally consist of a four (4) hour session, one (1) night a week. However, class schedules may require deviation at times. The Company will pay for the tuition, books, and up to four (4) hours straight time pay for time spent in class each week. The procedure and policy in this paragraph will be controlled in the same manner as in the Apprenticeship Program. Any deviations or changes in this procedure will be mutually agreed upon.

## **ARTICLE XIII VACATION**

### **Paragraph 146.**

The Company agrees to vacations with pay to be established on the following basis for all Tier #1 employees:

A. Employees with more than (6) months seniority but less than three (3) years by July 1st of each year shall be entitled to one (1) week's vacation with pay.

B. Employees with three (3) years to seven (7) years' seniority by July 1st of each year will be entitled to two (2) weeks' vacation with pay.

C. Employees with seven (7) years to fifteen (15)

years' seniority by July 1st of each year shall be entitled to three (3) weeks' vacation with pay.

D. In addition to the above, employees with fifteen (15) years or more of seniority shall be entitled to one (1) additional day's vacation with pay for each additional year up to a maximum of ten (10) days.

E. All hourly rated employees to be paid vacation pay at their regular hourly rate as of the last full work week in April of each year, plus the applicable add-on and annual increases. Incentive workers to be paid base rate plus the applicable add-on.

F. In order for an employee to be eligible for vacation with pay, he must have worked a minimum of 900 hours, including authorized vacation and sick leave in the year immediately preceding the first of the same above mentioned month (July 1st), provided not over fifty percent (50%) of the required is sick leave.

G. For an employee who is drafted into military service or returns from military service and has worked 450 hours during the vacation year, shall be given credit for 450 hours as approved leave to qualify for vacation pay.

H. If, upon death, the employee has qualified for vacation pay under the vacation provisions, a vacation check shall be made payable to the employee's beneficiary in the amount to which he or she qualified.

I. Retirees terminating employment before April 1st will receive vacation pay if 600 hours are worked.

J. In addition to this, any employee with five (5) years' seniority may have an extra four (4) weeks' vacation, without pay and without penalty or loss of seniority.

K. Any employee who terminates his employment after April 1st shall receive his vacation pay providing he is qualified under our vacation rules and regulations.

**Paragraph 147.**

The language set forth below applies to employees hired after May 14, 1984.

A. The Company agrees to vacation with pay to be established on the following basis for Tier #2 employees.

B. Employees with more than six (6) months' seniority but less than three (3) years by July 1st of

each year shall be entitled to one (1) week vacation and pay at 2% of previous years W-2.

C. Employees with three (3) years to ten (10) years' seniority by July 1st of each year shall be entitled to two (2) weeks vacation and pay at 4% of previous years W-2.

D. Employees with ten (10) years to twenty (20) years' seniority by July 1st of each year shall be entitled to three (3) weeks vacation and pay at 6% of previous years W-2.

E. Employees with twenty (20) years or more seniority by July 1st of each year will be entitled to four (4) weeks vacation and pay at 8% of previous year's W2

F. All eligible employees to be paid vacation pay based on the specified percentage of their previous years W-2.

G. In order for any employee to be eligible for any vacation with pay such employee must have worked 1,000 hours in the calendar year immediately preceding July 1st of the current year. Vacation time off and holidays shall be included in the 1,000 hours.

H. If upon death the employee has qualified for vacation pay, as specified in "G" above, a vacation check shall be made payable to the employee's beneficiary in the amount such employee would have been entitled to receive.

I. Any employee who retires after April 1st and is eligible for vacation pay shall be paid vacation pay at the time of retirement.

J. Any employee who voluntarily terminates their employment after April 1st and is eligible for vacation pay shall receive their vacation pay at the time of their termination. Any employee who is discharged for cause shall not be entitled to vacation pay.

**Paragraph 148.**

The Company shall have the right to close its plant for any period up to two (2) consecutive weeks during the months of July and/or August of such year, as it shall select, for the purpose of granting simultaneous vacations to all of its Union employees. Such closing of the plant and the duration thereof shall be within the sole discretion of management. Notification of vacation period to be made on or before April 1st of each year.

A. All employees entitled to two (2) or more weeks

of vacation must take two (2) weeks vacation between July 1st and July 1st of each year.

B. Employees entitled to two (2) weeks or less vacation time must take the vacation time to which entitled.

C. It shall be at the option of the Company whether employees not eligible for vacation pay shall be required to take a vacation.

- D. Two (2) weeks' notification to the Personnel Office is necessary except in case of emergency.

E. If problems arise regarding the number of employees in a particular department requesting the same time off, arrangements will be made with the employees to reschedule vacations so that the efficiency of the department will not be affected.

#### Paragraph 149.

Vacation checks shall be paid by the Company by the end of the second pay period in July.

Those employees with over two (2) weeks vacation may request to take one (1) week (five working days) in daily increments. Full week vacations will be scheduled first and requests for daily vacation will be scheduled based upon production demands

and provided at least two (2) working days notice, in writing, is given to the employee's supervisor or Human Resources Department.

## **ARTICLE XIV LEAVES OF ABSENCE**

### **Paragraph 150.**

Employees absent from work must make necessary arrangements with their supervisor or call in prior to shift, if possible. When an employee is absent in excess of three (3) days (emergency or sick leave, or other occasions by agreement), it is compulsory that he or she obtain an approved leave of absence. Leave of absence may be extended upon approval of the Personnel Office upon presentation of satisfactory medical documentation. It is understood by all concerned that the three (3) days referred to above does not constitute excused absence.

Whenever appropriate, leave of absence time will be applied to FMLA requirements.

### **Paragraph 151.**

These leaves may be extended with physician's statement if necessity requires. A physician's statement of fitness must be furnished to the Personnel Office at the end of such leave.

### **Paragraph 152.**

Seniority for all employees is retained as of hire date providing employee returns to work before seniority expires. In no case shall any employee's leave of absence exceed his or her seniority; up to a maximum of two (2) years.

### **Paragraph 153.**

Employees with one (1) or more years of seniority will be granted a leave of absence for personal reasons for a period not to exceed thirty (30) days upon application of the employee and the approval of the Company, when the services of the employee are not immediately required and there are employees available at the plant capable of doing the work, and providing an employee does not work for wages during his leave. Any employee returning before an approved leave has expired must notify the Company forty-eight (48) hours in advance.

### **Paragraph 154.**

Seniority employees who are veterans and are eligible for training under the G.I. Bill of Rights and who desire to further their education may make application for a leave of absence for that purpose. One (1) continuous leave of absence for such education will be granted to eligible employees for a period not to exceed twelve (12)

months. Additional leaves may be granted at the option of the Company. Seniority shall accumulate during such leave of absence. Any employee on such leave may return to work in line with his seniority before the expiration of his leave providing not less than seven (7) days' notice is given to Management. Any employee who fails to report for work within three (3) working days after the date of expiration of the leave shall be considered as having voluntarily quit and his seniority shall be canceled.

**Paragraph 155.**

The job of an employee on an approved leave, other than vacation and Family Medical Leave, shall be declared open after thirty (30) calendar days and posted for bids. When the employee returns, he may exercise his full seniority rights according to this Agreement.

If it is known at the start of an employee's sick leave that such leave will exceed thirty (30) calendar days in duration, the job in question shall be posted immediately.

**Paragraph 156.**

Employees who have been authorized to work by a doctor's statement but cannot return to their assigned job for a temporary period of time (not to

exceed thirty (30) days) due to the need for additional healing time or a recovery period, may be given a temporary or open job within their limitations and return to their assigned job at the end of the recovery period. They will not be released nor will their jobs be posted during the recovery period.

*Example: An employee has a lacerated finger and is assigned to a wet job and cannot work his job until the laceration has healed.*

**Paragraph 157.**

Seniority shall accumulate during an approved leave of absence. After a leave of absence or layoff in excess of three (3) months, the Company may make inquiries or conduct a medical examination of a returning employee in order to determine whether the employee is still able to perform the essential functions of his/her job.

**Paragraph 158.**

Any member of the Union elected to serve in an official capacity for the Union shall have a leave of absence for the term of his office, without loss of seniority and may return to his old job if seniority warrants.

**Paragraph 159.**

Any employee enlisting or entering the military service of the United States pursuant to the provisions of the Selective Service Act or any other Federal Act shall maintain and accumulate seniority during the period of his first enlistment of tour of duty. Upon return to work, the employee will be returned to his previous classification, if available, or similar classification of work at the regular classification rate of pay, provided he has been honorably discharged and provided he report for work within ninety (90) days from his date of discharge. Disabled veterans who had Union seniority when they entered the service may be listed in an approved handicap list and will be immune from being bumped, when placed on a job they can handle, but will have no bumping or bidding privileges as long as this job is operating no less than thirty-six (36) hours per week.

**Paragraph 160.**

Any seniority employee who is called to and performs short term active duty of thirty (30) days or less, including annual active duty for training as a member of the United States Armed Forces Reserve or National Guard shall be paid the difference between Military pay and his straight time hourly rate up to eight (8) hours per day for a maximum of two (2) weeks (ten (10) working days

excluding Saturday, Sunday, and holidays) each year. Employee shall be paid for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence. In order to receive payment under this paragraph, an employee must give Management prior notice of such military duty and upon his return to work, furnish Management with a statement of military pay received for performing such duty. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from the Government.

## **ARTICLE XV**

### **HANDICAP AND DISABILITY PROVISIONS**

#### **Paragraph 161.**

A committee will be established consisting of one (1) member from Management and one (1) member from the Union for the purpose of assuring that in the administration of this Agreement, the provisions of the federal Americans with Disabilities Act of 1990 and the Michigan Handicappers Civil Rights Act, as amended, are being complied with.

#### **Paragraph 162.**

Among the responsibilities of the committee will be to investigate and recommend reasonable

and including discharge.

The Union, upon notification by the Company of such concerted action, will immediately use every means at its command to cause cessation of such unauthorized action on the part of the Union, its officers, members, or group of members.

The word "Union" as used in this paragraph shall mean the members of the negotiating committee, the officers, representatives, and agents of Local 2395, District 2 and the officers, representatives and agents of the United Steelworkers of America, AFL-CIO/CLC.

**Paragraph 195.**

If any provisions of this Agreement are determined to be invalid or conflicting with existing or future Federal or State legislation, the remainder of this Agreement shall not be affected hereby.

**Paragraph 196.**

If due to acts of God, the employees are deprived of work or there is no work available, the following procedures shall apply:

A. If the acts of God occur previous to shift starting time, the Company will notify the Plant Protection, who in turn will notify

employees not to enter the plant as work has been curtailed for the day.

B. If it is impossible to notify employees prior to shift starting time, then four (4) hours pay will be allowed.

C. If acts of God occur during a working shift, employees shall be notified and paid to the nearest one-tenth (1/10) hour. (Minimum of four (4) hours pay.)

D. Employees are to be notified at least fifteen (15) minutes in advance before sending them home before their regular quitting time.

**Paragraph 197.**

The Company, with the consent of the employees, shall have the right to borrow employees from Tecumseh Products Company, Tecumseh, Michigan, but in no case will his earnings be affected, plus expenses, and with no loss of seniority rights. In no case shall an employee be borrowed for more than a thirty (30) day period.

Example: Tecumseh Products Company, Tecumseh, Michigan, to Somerset Division, Tecumseh Products Company, Somerset, Kentucky driving time and/or flying time to and from these plants

will be paid for at his regular average rate, or hourly rate, or hourly rate for day rate workers.

**Paragraph 198.**

The Company shall provide an encased bulletin board at each time clock and in all lunchrooms. United Steelworkers of America Local 2395 Officers may post notices on such boards.

**Paragraph 199.**

A complete list of all supervisors and department heads will be furnished to the Union by the Company and shall be kept up to date.

**Paragraph 200.**

Superintendents, supervisors or any other person who is not classified as an employee under the terms of this Agreement shall not hold seniority over any other employee, and no such person shall perform the work of any employee except in cases of instructing or training employees, and experimental work in the establishment of processes and methods in shop operations, diagnosis of quality and quantity shortcomings in shop operations.

**Paragraph 201.**

It is agreed there will be no private working agreement between the employees and the

Company during the life of this Agreement, except by a written agreement between the Company and the Union.

**Paragraph 202.**

Solicitation by an employee of another employee is prohibited while either employee is on "work time". "Work time" is all time when an employee is required or expected to be engaged in work tasks though out the facility. Distribution of advertising materials, handbills and other printed or written literature is prohibited while either employee is on "work time" and also is prohibited in working areas of this facility at all times. Employee(s) shall be entitled to the solicitation rights guaranteed under the National Labor Relations Act.

**Paragraph 203.**

Each employee shall be allowed five (5) minutes at noon and quitting time to wash up. No employee shall leave his department before the five (5) minute bell signal.

**Paragraph 204.**

The Company shall furnish and maintain a suitable office in the plant for the local union offices. Reasonable rent to be agreed upon by mutual agreement.

**Paragraph 205.**

The Company is to provide a proper parking lot with proper lighting conditions at all times. The Company shall provide an elevated police booth so that guards can observe the parking lots at all times, and gates are to remain open at all times where employees enter and exit from the plant.

**Paragraph 206.**

Proper washroom and toilet facilities will be provided in each department in the plant to take care of employees working in such department. Also, these washrooms and toilet facilities are to be kept clean at all times.

**Paragraph 207.**

All shipping and receiving docks are to be enclosed wherever possible.

**Paragraph 208.**

Subcontracting - The Company retains the unilateral right to subcontract any productive or non-productive work at the Tecumseh plant. The Union will be notified prior to any subcontracting of work. This language is not intended to bring employees into the Tecumseh facility on a subcontract basis to perform production work.

**Paragraph 209.**

In case of tornado or emergency warning, notification will be supplied immediately.

**Paragraph 210.**

Any supervisor requesting an employee to run an operation out of specification must grant the employee a written AVO for the employee's protection.

**Paragraph 211.**

No employee shall leave his job without first notifying his supervisor. This does not apply to personal injury or relief time.

**Paragraph 212.**

The Company shall pay the members of the Bargaining Committee for time spent in contract negotiations with the Company during regular working hours up to eight (8) hours per day.

**Paragraph 213.**

At the start of shift or during regular working hours, should working conditions be or become unsafe, such condition shall be reported to the appropriate supervisor and steward immediately. The supervisor and steward shall investigate the matter, and if warranted, take immediate steps to correct the situation. If a disagreement arises, the

matter will be reported to the departmental superintendent and Union representative for disposition.

If the conditions involved cannot be corrected or work is not available on an employee's job due to such conditions, then the supervisor must report his case to the Employment Office or night superintendent for a job assignment the affected employee is capable of performing. The employee involved shall be paid full time and when reassigned shall be paid base rate, base piece rate, or the base piece rate of the new job, whichever is the highest, for such work performed for the balance of that shift only. Failure to accept available work cancels the employee's right to four (4) hours report-in pay. If there is no work available, the employee will be sent home and be paid the four (4) hours.

Upon following the above procedure and if no corrective actions have been taken, the employee must give his supervisor one-half (1/2) hour notice before leaving the plant.

**Paragraph 214.**

Paper work for employees job classifications and all overtime records shall be available upon Union request.

**Paragraph 215.**

All average rates shall be figured on a forty (40) hour week basis. Overtime hours shall not be figured to compute an employee's average rate.

**Paragraph 216.**

Management will make a reasonable effort to provide electrical or mechanical devices in the packing areas where warranted.

**Paragraph 217.**

Management shall make a reasonable effort to install hydraulic or power hoists on jobs or operations with a continuous lift, whenever possible or practical.

**Paragraph 218.**

The Company will make every reasonable effort to contribute to good housekeeping throughout the plant. The Company will make every reasonable effort to have all lunchrooms clean and all trashcans emptied and disinfected.

**Paragraph 219.**

Any employee assigned to work in their classification may perform incidental work in another classification in order to complete the overall job assignment.

## ARTICLE XXV OFFICE AGREEMENT

### Paragraph 220.

Shop or plant employees transferring to the office shall accumulate one (1) year in the office before their plant-wide seniority will be recognized, and shall accumulate additional shop or plant seniority while in the office.

### Paragraph 221.

Office employees shall be allowed to bid into the shop and be allowed their seniority from hire date, but their office seniority will cease at this time. When they return to the office, employees again must accumulate one (1) year in the office before their plant-wide seniority is recognized.

### Paragraph 222.

If it is necessary for Union employees to take qualification tests for an office job (operation of business machines or other tests pertaining to the job), Union representatives must be present if employee desires.

### Paragraph 223.

Office seniority of a new hire shall be dated from the date of hiring in the office. After an employee has been employed for forty-five (45) days, his or

her office seniority shall become effective. Each employee shall be retained, laid off, or recalled in accordance with departmental seniority.

A. Employees transferring from the Shop Unit to the Office Unit shall establish a date of entry for seniority purposes from their last date of transfer to the office, until their plant-wide seniority becomes effective in accordance with Paragraph 220 of this Agreement.

B. There shall be the following departments or groups:

1. General Factory (Offices)
2. General Accounting, Service, Cost and Budget and Credit
3. Material Control and Production Expeditor
4. Personnel
5. Data Processing
6. Wholesale
7. Refrigeration and Manufacturing Engineering Offices
8. Refrigeration Engineering Department

**Paragraph 224.**

In the event of layoff of one (1) week or more, layoff will be by department.

A. The department and classification in which layoffs will occur shall be determined.

B. Lowest seniority employee in the classification affected in the department shall be laid off first.

C. If the employee does not have sufficient seniority to remain in his own classification, he must displace the employee with the lowest seniority in a lower classification in his department provided he is capable of performing the work within five (5) days.

D. To avoid a permanent layoff the employee may bid or bump into the factory seniority group, seniority permitting.

Employees cannot move up into a higher classification unless specifically qualified in writing by previous experience and are capable of immediately performing the work in a satisfactory manner.

**Paragraph 225.**

All job openings in the office shall be posted in the office first. Any openings not filled in this matter shall be filled by recalling employees from layoff. In recalling employees to work after layoffs, those having the greatest office seniority and qualifications (Employment Office records) shall be called first and so down the list until all have been recalled to work. Employees recalled to work after

layoff will be mailed notices five (5) working days in advance of the day they are to report for work. Failing to report, the employee's name will be removed from the seniority list unless satisfactory arrangements have been made. Jobs not covered as above shall be posted for plant-wide bid.

**Paragraph 226.**

Any Tier #1 office employee may bid on a job in any department when the job is posted, except as otherwise set forth in Paragraph 220. All job openings shall be posted for two (2) days on the office time clocks and shall remain on the bulletin boards until 10:00 A.M. of the third (3rd) day. If the job is not filled in this manner, the procedure outlined in Paragraph 223 will be followed. Tier #2 office employees shall be permitted to bid as outlined above after attaining one (1) year of seniority.

**Paragraph 227.**

An office employee bidding or recalled to a new job shall be given a ten (10) day period in order to show they have the ability to do the job. By mutual agreement, the Company and the Union may extend or shorten this time.

**Paragraph 228.**

In case a job is terminated permanently, the

employee whose job is terminated may apply for the job of the lowest seniority employee in their department and classification. The low seniority employee in that classification may exercise his seniority in a lower classification within his department to which his seniority entitled him if he is qualified and can perform the work within five (5) days.

**Paragraph 229.**

The job of an employee on an approved sick leave of absence other than FMLA will be declared open after sixty (60) calendar days and posted for bids. It is necessary for office employees to obtain a leave of absence within three (3) working days from the last day of work. When an employee returns from a sick leave, they may displace the employee on their previous job, seniority permitting; or they may displace the employee with the lowest seniority in their classification in the department where they previously worked.

**Paragraph 230.**

Holiday pay for employees in office classifications shall be their hourly rate plus the add-on, if applicable, plus annual increases.

**Paragraph 231.**

All parts of the Master Contract to which this office

supplement is appended which relates to rates of pay and other economic benefits such as holiday pay, vacation pay, pensions, insurance, and the add-on and which are not inconsistent with this supplement or any of the office agreements, shall apply to the office employees.

**Paragraph 232.**

When an office employee bids to a higher classification, the rate of pay upon transfer will be the six (6) month rate or their current rate, whichever is higher. Rate progression from the date of transfer will be in accordance with the rate schedule.

**Paragraph 233.**

If an employee wishes to re-bid an old job, he or she may choose any job in which he or she has previously worked within a time period of one (1) year from current date. Rate of pay will be rate seniority warrants in classification.

**Paragraph 234.**

When an office employee bids a job in the same classification in another department, the rate of pay shall remain the same upon the transfer.

**Paragraph 235.**

Office employees may displace a lower seniority

employee once every six (6) months for change of shift in his or her own classification and department.

**Paragraph 236.**

Office employees moving down on layoff into a new classification, the starting rate shall be the rate seniority warrants in classification.

**Paragraph 237.**

Shop employees moving to office shall start at the six (6) month rate for a ten (10) day trial period. At the end of this period, they shall be advanced to the twelve (12) month bracket. After twelve (12) months, the rate seniority warrants, if qualified.

**Paragraph 238.**

Office employees moving down into a lower classification or bidding into a new, lower classification, the starting rate will be the six (6) month rate for thirty (30) days and then the rate seniority warrants; or they will advance in accordance with the wage schedule if seniority doesn't warrant top rate.

**Paragraph 239.**

If a job is re-classified to a higher classification and the same employee remains on the job, they will receive the rate that seniority warrants in that

classification and will progress through the rate schedule from that point.

**Paragraph 240.**

It is the employee's responsibility to pick up his paper work before going on a new job (supervisor's and employee's responsibility to make sure job classification is correct).

**Paragraph 241.**

The office shall have two (2) fifteen (15) minute rest periods: One (1) before lunch and one (1) after lunch with no wash-up period.

**Paragraph 242.**

Office employees borrowed, with their consent, from one classification to another, shall receive their rate of pay or the rate of the classification he or she is borrowed on, whichever is higher.

## **ARTICLE XXVI ENGINEERING AGREEMENT**

**Paragraph 243.**

The Refrigeration Engineering Department will be a separate and distinct department with the following classifications:

- A. Engineering Technician  
Application Model Maker  
Calorimeter Operator  
Electrical Test Operator  
Product Model Maker
  
- B. Engineering Toolmaker

The Engineering Toolmaker is a skilled apprenticeable trade. Only qualified journeymen will be considered for these positions.

**Paragraph 244.**

Procedure for job openings:

1. Employees laid off from the classification will be recalled in accordance with their seniority or time in "training".
  
2. If not filled then the job shall be posted within the department. Any employee (excluding employees in "training") in the department may bid the job. The most qualified employee, as determined by the Company, will win the bid.
  
3. If not filled, then the job shall be posted plant wide. The most qualified employee, as determined by the Company, will win the bid.

4. If not filled, the job will be serviced with a new hire. Engineering Technician jobs will require participation in and timely completion of a three year training program for the classification listed. The training program for these classifications will be for a three (3) year period and will include "on the job training" to learn the work related portions of the job in addition to related instructions at a designated college or community college (for a total of thirty (30) credit hours). Each job classification will have specific required courses and elective courses that must be satisfactorily completed along with the work-related training to complete the program. Classes generally consist of two (2) hour or one (1) four hour session, one night a week. However, class schedules may require deviations at times. The Company will pay for tuition, books, and up to four (4) hours straight time pay for the time spent in class each week. The procedure and policy in this paragraph will be controlled in the same manner as in the Apprenticeship Program. Any deviations or changes in this procedure will be mutually agreed upon.

**Paragraph 245.**

Engineering Department employees with two (2) or more years of departmental seniority may displace a lower seniority employee (employees in training

excluded) once every six (6) months for change of shift in their own classification.

**Paragraph 246.**

Engineering Department employees returning from sick leaves shall return to their former classifications, seniority permitting.

**Paragraph 247.**

The Engineering Department shall have a fifteen (15) minute unpaid lunch period.

**ARTICLE XXVII**

**DURATION OF CONTRACT**

This Agreement cancels all former Contracts and shall be the only Contract between the parties. This Agreement shall become effective November 16, 2003 and shall continue in full force and effect through October 31, 2006.

IN WITNESS THEREOF: The parties hereto have caused this Contract to be executed by their officers and representatives thereunto duly authorized as the day and year herein written.

**Tecumseh Products Company**

s/ Michael R. Forman

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s/ Tony Bell

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**Tecumseh Divison**

s/ Charles R. Schwartz

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s/ Keith Keller

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s/ Keith Hamilton

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s/ Catherine Hamilton

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**United Steelworkers of America**  
**AFL-CIO/CLC**

s/ Leo Garard

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International President

s/ James English

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International Secretary/ Treasurer

s/ Andrew Palm

International Vice-President(Administration)

s/ Leon Lynch

International Vice-President(Human Affairs)

s/ Harry Lester

District 2 Director

s/ Theodore J. Lesauskis

Staff Representative

**United Steelworkers of America**  
**Local 2395 Negotiating Committee**

s/ Troy Baggett

s/ Henry E. Jones

s/ Jerry Colburn

s/ Willard A. Keith

s/ Jon A. Kurtz

s/ Gerald S. Dusseau

s/ Joseph R. Murphy

## **ADDENDUM**

### **SETTLEMENT AGREEMENT**

Settlement agreement between the Tecumseh Division of Tecumseh Products Company and the United Steelworkers of America, AFL-CIO/CLC.

The attached Economic Settlement, together with the non-economic language previously agreed to in these negotiations, shall constitute full and complete settlement of all matters in connection with contract negotiations concluded on November 13, 2003.

It is understood by the parties that all demands and proposals submitted by the Company and the United Steelworkers of America, during these negotiations are considered resolved on the basis of being withdrawn, compromised, or settled during the negotiation meetings.

The Contractual Agreement covers a thirty-five and one half (35.5) month period and supersedes all previous agreements whether written or oral and will continue in full force and effect through October 31, 2006.

The Settlement Agreement shall become effective upon receipt of written notice of ratification by the Union. The economic benefits will become effective on

the dates specified in the attached Economic Settlement and for the duration of the Contract only.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this           th day of November, 2003 and hereby recognize that this document is the basis for final agreement in lieu of signatures being affixed to the new formal Contract which is forthcoming.

**UNITED STEELWORKERS OF AMERICA  
AFL-CIO-CLC**

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**TECUMSEH DIVISON  
TECUMSEH PRODUCTS COMPANY  
TECUMSEH, MICHIGAN**

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**TECUMSEH PRODUCTS COMPANY**

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## **ECONOMIC AGREEMENT**

The following constitutes the amount and duration of wages and benefits the Company will maintain for active employees and eligible dependents for the duration of the new contract.

### **Hospitalization, Medical and Surgical Benefits**

(Participating employees and eligible dependents only)

Continue Company funding of hospitalization, medical and surgical benefits for the term of the Agreement under a Taft-Hartley Trust Fund and increase Company contributions toward this coverage for participating employees and eligible dependents only as follows:

Except: EFFECTIVE November 16, 2003 through November 30, 2003 the Company contribution will be pro-rated for that period and be based upon the contribution amount of \$291.20 x number of active employees.

- Effective December 1, 2003, monthly Company contribution shall be as follows:

271.48 single; 588.57 two person; 636.90 family.

- Effective December 1, 2004, monthly Company contribution to be increased by 50% of the increase in the December 2003 premiums up to the following maximum monthly Company contribution: 289.58 single; 627.81 two person; 679.36 family.

- Effective December 1, 2005, monthly Company contribution to be increased by 50% of the increase in the December 2004 premiums up to the following maximum monthly Company contribution: 309.49 single; 670.97 two person; 726.07 family.

Further, no contributions toward this coverage shall be

made by the Company after October 31, 2006, unless agreed to in writing by both parties. Payments for above-described coverage from the Taft-Hartley Trust Fund shall be permitted in accordance with the terms and conditions of that trust agreement; but in no event shall funds be paid for this coverage from the trust fund after October 31, 2006, unless agreed to in writing by both parties.

**COBRA/Hospital, Medical and Surgical:**

The Company will continue, effective November 16, 2003, the duties for COBRA Administration for Tecumseh Division eligible hourly employees. The Tecumseh Division personnel office, in conjunction with the Company's COBRA administrator, will coordinate all further COBRA notices to eligible participants, including Company approved layoffs, leaves and terminations. All future notices will be issued by the Tecumseh Division personnel office to the COBRA administrator, who will notify the eligible participant of rights under COBRA. The COBRA administrator will notify the Tecumseh Division personnel office, with appropriate documentation, when an eligible participant elects or cancels COBRA coverage, or when a participant's coverage has expired by reaching the maximum amount of time allowed under COBRA. The Tecumseh Division personnel office will forward all documentation from the COBRA

administrator related to coverage elections, terminations or expirations to the Union for appropriate continuation or cancellation of Union participant coverage. The COBRA administrator will collect all Tecumseh Division Union participant COBRA premiums and will wire all COBRA premiums to the designated Trust Fund. The Union agrees to provide all pertinent information including the names of current COBRA participants, billing statements, files, or any information needed by the Tecumseh Division personnel office to administer the COBRA program.

- Participating employees will pay through payroll deduction each week. Only premium conversion will be provided subject to IRS Section 125 rules and regulations. (Pre-tax contributions). Implement premium conversion effective January 1, 2004.
- All eligible participating employees, including those on layoff, sick and accident leave or on workers compensation must pay their contribution by the first of each month to be covered.
- The Company will make the Company's contribution for eligible participating employees who are laid off for the month of and the month following the date of lay off.

- The Company will make the Company's contribution for eligible participating employees who are off work due to sick or accident leave or on worker's compensation for up to six (6) months.

### Life, AD&D and Sick and Accident

#### Active Employees

#### Tier 1

- Eliminate conversion of Survivors Income Benefit from life policy.
- Life insurance to remain unchanged for the duration of the agreement.
- Accidental Death and Dismemberment to remain unchanged for the duration of the Agreement.
- Weekly sick and accident benefits to remain unchanged for the duration of the Agreement.

#### Tier 1 (Retired employees)

Continue current coverage for the term of this agreement except as noted below:

- Provide prescription drug card and cover prescription at the 80/20 coinsurance level.

**Tier II**

- Increase life insurance from \$10,000 to \$13,500 effective December 1, 2003.
- Increase Accidental Death and Dismemberment from \$7,500 to \$10,000 effective December 1, 2003.
- Increase weekly sick and accident benefits from \$110.00 per week to \$137.50 per week effective December 1, 2003.

**401(k) (Tier I and Tier II)**

- Implement the Economic Growth and Tax Relief Act of 2001 provisions in the 401(k) savings plan by January 1, 2004.
- Increase the 401(k) deferral contributions from 15% to 40% of pay that can be placed in the 401(k) savings plan.
- Allow "catch up" contributions of 20% up to annual limit of \$3000.00 for eligible employees.
- Improve vesting schedule, using a five-year graduated vesting schedule, based on date of hire.
- The rest of your 401(k) program will remain unchanged for the duration of the Agreement.

## **PENSION (Tier I and Tier II)**

The 401(k) Program is not a replacement but an addition to your current pension plan. Your pension plan will remain unchanged for the duration of this agreement and you will continue to accumulate pension credits under this plan as dictated by its provision.

## **HOLIDAYS**

### **2003**

Thursday,	November 27
Friday,	November 28
Wednesday,	December 24
Thursday,	December 25
Friday,	December 26
Monday,	December 29
Tuesday,	December 30
Wednesday,	December 31

### **2004**

Thursday,	January 1
Friday,	January 2
Friday,	April 9
Monday,	May 31
Monday,	July 5
Monday,	September 6
Thursday,	November 25
Friday,	November 26

Friday,	December 24
Monday,	December 27
Tuesday,	December 28
Wednesday,	December 29
Thursday,	December 30
Friday,	December 31

**2005**

Friday,	March 25
Monday,	May 30
Monday,	July 4
Monday,	September 5
Thursday,	November 24
Friday,	November 25
Monday,	December 26
Tuesday,	December 27
Wednesday,	December 28
Thursday,	December 29
Friday,	December 30

**2006**

Monday,	January 2
Friday,	April 14
Monday,	May 29
Monday,	July 3
Tuesday,	July 4
Monday,	September 4

## WAGES

The following increases will be made to the add-on of all employees beginning the first pay period on or after the dates indicated below:

10¢ per hour effective November 16, 2003

20¢ per hour effective November 1, 2004

20¢ per hour effective November 1, 2005

Incentive jobs:

No grievance/arbitration pending as of November 7, 2003 will establish any precedent under this agreement (i.e. new agreement effective November 16, 2003).

## **MEMORANDUM OF UNDERSTANDING**

**November 15, 2003**

When seniority layoffs occur in the Measured Day Rate machining departments, the following procedure will apply:

The classification of M09 or M10 Job Setter Regular or Specialist will be exempt when layoffs occur within the department.

*Henry E Jones*

President  
USWA Local 2395

*11-15-2003*

Date:

*Keith Keller*

HR Manager  
Tecumseh Division

*11-15-2003*

Date:

**MEMORANDUM OF UNDERSTANDING**  
**November 15, 2003**

EMPLOYEES RETURNING FROM LEAVE  
MEASURED DAY RATE DEPARTMENTS

**EMPLOYEES WITH OVER ONE (1)**  
**YEAR IN DEPARTMENT**

1. Employee goes on Medical Leave
  - a. If he returns in less than 30 days - return to the same job.
  - b. If he is on leave more than 30 days - job is posted for bid
2. Employee returning from leave of over 30 days:  
(Per date of entry - more than one (1) year in department)

a. May bump into the same departmental group and same shift as previously worked. (Supervisor's list is controlling)

b. Must bump lowest seniority employee holding the same pay grade in the group.

Example: A23, A24, B38 etc.

3. Employees returning from leave of over 30 days (Per date of entry - less than one (1) year in department)

a. Employee has less than one (1) year in the department but more than one (1) year seniority:

1. Must bid or bump in accordance with plant wide seniority.

2. If the employee who was bumped has less than one (1) year in the department, he/she will be released.

4. To the extent any of the above conflict with FMLA, FMLA will control.

*Henry E. Jones*

President

USWA Local 2395

*11-15-2003*

Date:

*Keith Keller*

HR Manager  
Tecumseh Division

*11-15-2003*

Date:

## **MEMORANDUM OF UNDERSTANDING**

**November 15, 2003**

The parties hereby have established a new day rate classification of Compressor Cut Open - Analyze - Rebuild (Code C 80) at a base rate of \$8.10 per hour.

Those holding the classification shall be protected from being bumped under current paragraph 103.

In recognition of the fact that such classification shall perform work on all current product lines (old and new), the appropriate fixed add-on (either Tier I or Tier II) shall be paid for all work performed to employees who hold this classification.

This Memorandum shall remain in effect for the duration of this Agreement.

*Henry E Jones*

President  
USWA Local 2395

*11-15-2003*

Date:

*Keith Keller*

HR Manager  
Tecumseh Division

*11-15-2003*

Date:

**MEMORANDUM OF UNDERSTANDING**  
**November 15, 2003**

It is understood that those jobs currently on piecework will continue on that pay system for as long as those jobs remain in the Tecumseh Division's facility. Further, it is understood that all other work will be paid at an hourly rate or under the measured day rate system.

*Henry E Jones*

President  
USWA Local 2395

*11-15-2003*

Date:

*Keith Keller*

HR Manager  
Tecumseh Division

*11-15-2003*

Date:

## **MEMORANDUM OF UNDERSTANDING**

**November 15, 2003**

SUBJECT: STATUS OF ELECTRICIAN  
CLASSIFICATIONS (M03, 04, 06, 07) INSOFAR  
AS SHOP SENIORITY IS CONCERNED.

The subject classifications represent proper classifications for the bidding process; however, all qualified journeymen electricians in the bargaining unit holding any of the above job codes are to be placed on one (1) seniority list for purposes of layoff or recall.

Said job codes provide no protection or super seniority in a layoff situation. The same applies for any skilled tradesman having "leader" status and pay. Bumping shall not be permitted between the subject classifications except where a senior employee exercises a bump to avoid a layoff.

The basis for this is that all of the classifications identified above are found under wage group "Manufacturing Engineering III" on page 89 of the current Agreement.

Accordingly, any question regarding this subject as it relates to other skilled trades classifications shall be similarly interpreted.

*Henry E. Jones*

\_\_\_\_\_  
President  
USWA Local 2395

*11-15-2003*

Date:

*Keith Keller*

\_\_\_\_\_  
HR Manager  
Tecumseh Division

*11-15-2003*

Date:

**MEMORANDUM OF UNDERSTANDING**  
**November 15, 2003**

1. Seniority qualified in his/her group determined

by supervisor's department seniority list.

Example: Compressor Assembly, Terminal, Welding, Housing, Oils Line, Paint Drop and Hi-sides, are all separate groups for overtime purposes.

2. When it is necessary to leave the group, then it shall be factory seniority and qualifications determined by the list of the supervisor who has the work.

3. After the supervisor has exhausted his/her seniority list, it will be the available employee qualified to run the job.

*Henry E Jones*

President  
USWA Local 2395

*11-15-2003*

Date:

*Keith Keller*

HR Manager  
Tecumseh Division

*11-15-2003*

Date:

# MEMORANDUM OF UNDERSTANDING

November 15, 2003

The Union will be permitted to have one (1) full-time Union Benefits Representative, who must be an active full-time employee, and will not receive more than forty (40) hours for this position. The Union Benefit Representative will carry their hourly rate (from their previous position) or their average rate from their previous incentive position.

*Henry E Jones*

\_\_\_\_\_  
President  
USWA Local 2395

*11-15-2003*

Date:

*Keith Keller*

\_\_\_\_\_  
HR Manager  
Tecumseh Division

*11-15-2003*

Date:

**MEMORANDUM OF UNDERSTANDING****November 15, 2003**

For Purposes of this Memorandum only, when it is necessary to reduce the manpower on a measured day rate line and no layoffs will result from the reduction in manpower, employees will be released from the line by Plant seniority beginning with the least senior. An employee released may be allowed to bump in the same job classification and line on another shift, if available (seniority permitting).

*Henry E Jones*

\_\_\_\_\_  
President  
USWA Local 2395

*11-15-2003*

\_\_\_\_\_  
Date:

*Keith Keller*

\_\_\_\_\_  
HR Manager  
Tecumseh Division

*11-15-2003*

\_\_\_\_\_  
Date:

Tecumseh Division Hourly Rate Scale

Job Code	Job Classification	Hire Rate	30 Days	6 Mos.	12 Mos.	18 Mos.	24 Mos.
<u>General Factory I</u>							
C32	General Labor	\$7.05	\$7.08	\$7.20	\$7.20	\$7.20	\$7.20
C34	Hand Electric Lift Truck Big Joe	\$7.05	\$7.10	\$7.20	\$7.20	\$7.20	\$7.20
C36	Hand Truck	\$7.00	\$7.05	\$7.20	\$7.20	\$7.20	\$7.20
C41	Material Handler (Machine Shop)	\$7.05	\$7.10	\$7.20	\$7.20	\$7.20	\$7.20
C42	Material Handler (Receiving)	\$7.05	\$7.10	\$7.20	\$7.20	\$7.20	\$7.20
C43	Material Handler (Shipping)	\$7.05	\$7.10	\$7.20	\$7.20	\$7.20	\$7.20
C46	Power Sweeper	\$7.05	\$7.10	\$7.20	\$7.20	\$7.20	\$7.20
C47	Power Wheelbarrow	\$7.05	\$7.10	\$7.20	\$7.20	\$7.20	\$7.20
C57	Skid Repair	\$7.05	\$7.10	\$7.20	\$7.20	\$7.20	\$7.20
C60	Tank Cleaner	\$6.95	\$7.05	\$7.20	\$7.20	\$7.20	\$7.20
B02	Bench Inspection	\$7.00	\$7.10	\$7.20	\$7.20	\$7.20	\$7.20
C54	Salvage or Reprocess Operator	\$6.90	\$7.00	\$7.20	\$7.20	\$7.20	\$7.20
C59	Sweeper (Shop Janitor)	\$6.90	\$7.00	\$7.20	\$7.20	\$7.20	\$7.20
C09	De-rust Small Parts & Wire Brush	\$7.00	\$7.10	\$7.20	\$7.20	\$7.20	\$7.20

## General Factory II

C06	Coordinator Export Pack	\$7.25	\$7.35	\$7.50	\$7.50	\$7.50	\$7.50
C10	Export Pack & Ship	\$6.95	\$7.05	\$7.15	\$7.50	\$7.50	\$7.50
B30	Final Inspection	\$6.95	\$7.05	\$7.15	\$7.25	\$7.35	\$7.50
C37	Hyper Jet/Gasket Removal	\$7.25	\$7.30	\$7.50	\$7.50	\$7.50	\$7.50
C72	Lift Truck Driver	\$7.07	\$7.22	\$7.50	\$7.50	\$7.50	\$7.50
B38	Line Inspection	\$7.00	\$7.10	\$7.20	\$7.30	\$7.40	\$7.50
C45	Power Operated Tank	\$7.00	\$7.17	\$7.50	\$7.50	\$7.50	\$7.50
B48	Quality Assurance Inspection	\$7.10	\$7.20	\$7.30	\$7.40	\$7.50	\$7.50
B50	Receiving Inspection	\$7.00	\$7.10	\$7.20	\$7.30	\$7.40	\$7.50
B53	Salvage Inspection	\$6.95	\$7.05	\$7.15	\$7.25	\$7.35	\$7.50
C74	Special Assignment	\$7.10	\$7.20	\$7.50	\$7.50	\$7.50	\$7.50
C58	Stockroom Attendant	\$6.80	\$6.90	\$7.00	\$7.10	\$7.20	\$7.50
C64	Truck Driver (Out of Town)	\$7.25	\$7.35	\$7.45	\$7.50	\$7.50	\$7.50
C70	Yard Truck Driver	\$7.05	\$7.15	\$7.50	\$7.50	\$7.50	\$7.50
C65	Udylite	\$7.25	\$7.30	\$7.50	\$7.50	\$7.50	\$7.50
C66	Unit Analyzer	\$6.95	\$7.05	\$7.15	\$7.25	\$7.35	\$7.50
C75	Silver Solder Repair	\$7.25	\$7.30	\$7.50	\$7.50	\$7.50	\$7.50
S01	Degreaser & Oleum soak	\$7.00	\$7.05	\$7.15	\$7.20	\$7.25	\$7.50
S02	Production Parts/Shipping	\$7.00	\$7.10	\$7.20	\$7.25	\$7.30	\$7.50
S03	Receiving Checker/Plant	\$6.60	\$6.86	\$6.91	\$6.96	\$7.06	\$7.50
S04	Receiving RGO & FSD	\$7.00	\$7.20	\$7.25	\$7.30	\$7.35	\$7.50

General Factory III

C04	Bonderite Area Paint Machine	\$7.47	\$7.57	\$7.67	\$7.80	\$7.80	\$7.80
C49	Quality Control Lab	\$7.20	\$7.30	\$7.40	\$7.50	\$7.60	\$7.80
C55	Shade Cleaner	\$7.50	\$7.66	\$7.80	\$7.80	\$7.80	\$7.80
C56	CNC Machine	\$7.10	\$7.20	\$7.30	\$7.40	\$7.50	\$7.80

New Work (Measured Day Rate)

A14	Measured D/R II (Time Study)	\$7.96	\$8.01	\$8.06	\$8.06	\$8.06	\$8.06
A23	Measured D/R I (Sched Rate)	\$7.52	\$7.57	\$7.62	\$7.62	\$7.62	\$7.62
A24	Measured D/R II (Sched Rate)	\$7.96	\$8.01	\$8.06	\$8.06	\$8.06	\$8.06

General Factory Special

M09	Job Setter - Regular	\$9.07	\$9.17	\$9.27	\$9.47	\$9.47	\$9.47
M10	Job Setter - Specialist	\$9.17	\$9.27	\$9.37	\$9.47	\$9.47	\$9.47
C76	Union Hourly	\$7.97	\$8.07	\$8.17	\$8.17	\$8.17	\$8.17
C30	Break In Low Base Job	\$6.85	\$6.90	\$6.95	\$6.95	\$6.95	\$6.95
C31	Break In High Base Job	\$7.00	\$7.05	\$7.10	\$7.10	\$7.10	\$7.10
C80	Comp Cut Open - Analyze-Rebuild	\$8.10	\$8.10	\$8.10	\$8.10	\$8.10	\$8.10
V99	Apprentice Schooling	Highest Assigned Base Rate					
V90	Doctor Card	Highest Assigned Base Rate					
V 85	Changeover (Shutdown)	\$7.28	\$7.28	\$7.28	\$7.28	\$7.28	\$7.28
V80	Inventory	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00

## Incentive Rate

A21	Assy. Class I Sched Rate	\$6.25	\$6.30	\$6.35	\$6.35	\$6.35	\$6.35
A22	Assy. Class II Sched Rate	\$6.40	\$6.45	\$6.50	\$6.50	\$6.50	\$6.50
A11	Mach. Class I Time Study	\$6.25	\$6.30	\$6.35	\$6.35	\$6.35	\$6.35
A12	Mach. Class II Time Study	\$6.40	\$6.45	\$6.50	\$6.50	\$6.50	\$6.50
A41	Production Unassigned*	\$6.45	\$6.50	\$6.55	\$6.55	\$6.55	\$6.55

## Manufacturing Engineering I

M08	Gauge Crib & Layout Inspection	\$9.07	\$9.17	\$9.27	\$9.37	\$9.47	\$10.63
M23	Painter - Master	\$9.38	\$9.48	\$9.58	\$9.68	\$9.78	\$10.63
M16	Refrigeration Repair	\$9.47	\$9.47	\$9.47	\$9.47	\$9.47	\$10.63
M19	Tool, Jig, Fixture, Inspection	\$9.37	\$9.37	\$9.37	\$9.37	\$9.37	\$10.63
M26	Tool Grinder	\$9.43	\$9.53	\$9.63	\$9.73	\$9.83	\$10.63
M20	Tool Liaison (Machine Shop)	\$9.47	\$9.63	\$9.73	\$9.83	\$9.93	\$10.63
M31	Tool Liaison (Welder)	\$9.47	\$9.63	\$9.73	\$9.83	\$9.93	\$10.63

## Manufacturing Engineering II

M21	Welder Millwright	\$9.77	\$9.77	\$9.77	\$9.77	\$9.77	\$10.88
M13	Millwright - General	\$9.77	\$9.77	\$9.77	\$9.77	\$9.77	\$10.88
M24	Plumber & Pipefitter	\$9.77	\$9.77	\$9.77	\$9.77	\$9.77	\$10.88
M25	Welder - Plumber	\$9.77	\$9.77	\$9.77	\$9.77	\$9.77	\$10.88
M11	Lift Truck Repair	\$9.77	\$9.77	\$9.77	\$9.77	\$9.77	\$10.88

Manufacturing Engineering III

M06	Electrician	\$9.87	\$9.97	\$9.97	\$9.97	\$9.97	\$11.08
M07	Electrician Utility	\$9.97	\$10.07	\$10.07	\$10.07	\$10.07	\$11.08
M03	Development Mechanic	\$9.87	\$9.87	\$9.87	\$9.87	\$9.87	\$11.08
M04	Electrical Machine Development	\$9.87	\$9.87	\$9.87	\$9.87	\$9.87	\$11.08
M27	Tool Designer	\$9.87	\$9.87	\$9.87	\$9.87	\$9.87	\$11.08
M28	Tool Maker	\$9.87	\$9.87	\$9.87	\$9.87	\$9.87	\$11.08

Office I

F02	Accounting Clerk B	\$6.56	\$6.77	\$6.87	\$6.97	\$7.08	\$7.08
F04	Billing Clerk A	\$6.51	\$6.72	\$6.77	\$6.82	\$7.08	\$7.08
F10	Clerk Typist	\$6.26	\$6.42	\$6.52	\$6.62	\$7.08	\$7.08
F20	Production Clerk A	\$6.56	\$6.77	\$6.82	\$7.08	\$7.08	\$7.08
F21	Purchasing Invoice Clerk	\$6.51	\$6.72	\$6.82	\$6.92	\$7.08	\$7.08
F24	Sales Record Clerk	\$6.41	\$6.52	\$6.62	\$6.72	\$7.08	\$7.08
F28	Stenographer, Clerk A	\$6.56	\$6.77	\$6.82	\$6.87	\$7.08	\$7.08
F29	Switchboard Operator	\$6.51	\$6.67	\$6.72	\$6.77	\$7.08	\$7.08
F13	Engineering Records Clerk	\$6.41	\$6.52	\$6.62	\$6.72	\$7.08	\$7.08
F35	Key Punch & Verify/Experience	\$6.51	\$6.72	\$6.82	\$6.92	\$7.03	\$7.08

Office II

F01	Accounting Clerk A	\$6.66	\$6.87	\$6.97	\$7.07	\$7.12	\$7.28
F22	Receiving Checker/Dock	\$6.56	\$6.82	\$6.87	\$6.92	\$7.02	\$7.28
F25	Shipping Checker/Dock	\$6.56	\$6.82	\$6.87	\$6.92	\$7.02	\$7.28
F26	Shipping Clerk	\$6.56	\$6.82	\$6.87	\$6.92	\$7.02	\$7.28

### Office III

F07	Bookkeeper A	\$6.96	\$7.12	\$7.22	\$7.32	\$7.51	\$7.51
F12	Employment Clerk	\$7.11	\$7.16	\$7.21	\$7.41	\$7.51	\$7.51
F61	Time Keeper	\$6.90	\$7.00	\$7.10	\$7.20	\$7.30	\$7.51

### Office Special

F19	Nurse - R.N., L.P.N.	\$6.76	\$6.97	\$7.02	\$7.07	\$10.30	\$10.30
F17	Material Control Expeditor A	\$7.16	\$7.35	\$7.40	\$7.45	\$7.55	\$7.76
F33	IBM Data Proc. Oper/Exp	\$7.06	\$7.25	\$7.35	\$7.45	\$7.70	\$7.76
F39	Inter-Plant Expeditor	\$7.25	\$7.33	\$7.43	\$7.53	\$7.53	\$7.53

### Product Engineering (hrs)

		1000	2000	3000	4000	5000	6000
E01	Application Model Maker	\$7.61	\$7.71	\$7.81	\$7.91	\$8.01	\$8.11
E02	Calorimeter Operator	\$7.61	\$7.71	\$7.81	\$7.91	\$8.01	\$8.11
E03	Electrical Test Operator	\$7.61	\$7.71	\$7.81	\$7.91	\$8.01	\$8.11
E05	Product Model Maker	\$7.61	\$7.71	\$7.81	\$7.91	\$8.01	\$8.11

### Product Engineering II

E04	Engineering Tool Maker	\$9.87	\$9.87	\$9.87	\$10.78	\$10.78	\$11.18
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Above rates do not include the add-on

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